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59TH CONGRESS : : 1ST SESSION

DECEMBER 4, 1905-JUNE 30, 1906

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## VOL. 8

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# TRUSTEES OF THE PRESBYTERIAN CHURCH OF FREDERICKSBURG, VA.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PRESBYTERIAN CHURCH OF FREDERICKSBURG, VA., AGAINST THE UNITED STATES.**

MAY 25, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, May 24, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11798. Trustees of the Presbyterian Church of Fredericksburg, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court February 28, 1905, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of the trustees of the Presbyterian Church of Fredericksburg, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of the Presbyterian Church of Fredericksburg, Virginia, the sum of three thousand five hundred dollars, for the use of and damage to its church building by the military forces of the United States during the war between the States."

The trustees of the Presbyterian Church of Fredericksburg, Va., appeared and filed their petition in this court July 25, 1905, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about December, 1862, the military forces of the United States, by proper authority, took possession of the church building of the Presbyterian Church, of Fredericksburg, Va., and

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used and occupied the same for hospital purposes; that by reason of such occupancy extensive repairs were necessary, and the cost to restore the building to the condition in which it was at the time said occupation commenced, was the sum of $3,500, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 14th day of May, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Presbyterian Church, of Fredericksburg, Va., as a church, was loyal to the Government of the United States during the war for the suppression of the rebellion.

II. During the late war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of the church building of the Presbyterian Church, of Fredericksburg, Va., and used and occupied the same for hospital purposes. By reason of such occupancy repairs were necessary, and the reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession was the sum of two thousand six hundred and twenty-five dollars ($2,625), for which no payment appears to have been made.

III. The claim was never filed before any department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 23d day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 460.

# TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF CULPEPER, VA.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE METHODIST EPISCOPAL CHURCH SOUTH, OF CULPEPER, VA., AGAINST THE UNITED STATES.**

MAY 25, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, May 24, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11665. Trustees of the Methodist Episcopal Church South, of Culpeper, Va., v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the court April 27, 1904, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of the trustees of the Methodist Episcopal Church South, of the town of Culpeper, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to the trustees of the Methodist Episcopal Church South, of the town of Culpeper, Virginia, out of any money in the Treasury not otherwise appropriated, the sum of three thousand dollars, for use, damage, and partial destruction of their church property by the military forces of the United States during the war between the States."

The trustees of the Methodist Episcopal Church South, of Culpeper, Va., appeared and filed their petition in this court February 26, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about August, 1862, the military forces of the United States, under command of General

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Pope, and during the winter of 1863 and 1864 the said military forces of the United States, under command of General Meade, took possession of and used and occupied for military purposes the church building of the Methodist Episcopal Church South, of Culpeper, Va. That the reasonable rental value of said building during the period it was so used and occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession of the same, was the sum of $3,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 14th day of May, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Methodist Episcopal Church South, of Culpeper, Va., as a church, was loyal to the Government of the United States during the war of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of the church building of the Methodist Episcopal Church South, of Culpeper, Va., and used and occupied the same for military purposes. The reasonable rental value of said building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of eighteen hundred and fifty dollars ($1,850), for which no payment appears to have been made.

III. The claim was never presented to any Department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 23d day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 461.

# GAZETTEER OF THE PHILIPPINE ISLANDS.

## LETTER

FROM

## THE SECRETARY OF WAR,

INCLOSING

**FORM OF CONCURRENT RESOLUTION TO PROVIDE FOR PRINTING AND BINDING 5,000 COPIES OF THE "GAZETTEER OF THE PHILIPPINE ISLANDS," REVISED TO JANUARY 1, 1906, WITH SUITABLE MAPS AND CHARTS. ALSO, MEMORANDA GIVING THE SUCCESSIVE STEPS LEADING TO THE FORMER EDITION, AS WELL AS THE WORK ON THIS REVISION AND ITS INTENDED SCOPE.**

MAY 25, 1906.—Referred to the Committee on Printing and ordered to be printed.

WAR DEPARTMENT,
*Washington, May 23, 1906.*

SIR: No doubt you have seen and perhaps often consulted the Gazetteer of the Philippine Islands prepared by the Bureau of Insular Affairs of this Department, 4,000 copies of which were printed and bound as Senate Document No. 280, Fifty-seventh Congress, first session, as authorized by Senate Concurrent Resolution No. 13, of January, 1902.

This original edition has been found of such great value and utility to the civil and military authorities, as well as furnishing such valuable information to Congress, the people, and the press, that it has been considered well to revise it to date, which has been done, and if possible I desire to have this new edition published as before, and a form of concurrent resolution looking to that end is herewith inclosed.

I inclose also a memorandum giving the successive steps leading to the former edition, as well as the work on this revision and its intended scope, from which you will see that the revision is intended to be the basis of general Philippine information, and all future additions and changes can be added as supplements.

This gazetteer is such an addition to the literature upon this subject that its importance will no doubt warrant its general distribution as a Congressional document rather than that the cost of its publication be

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charged to the limited allotment available for printing by the War Department.

Very respectfully,

WM. H. TAFT,
*Secretary of War.*

The PRESIDENT OF THE UNITED STATES SENATE.

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CONCURRENT RESOLUTION.

*Resolved by the Senate (the House of Representatives concurring)*, That there be printed and bound in the form of the edition of nineteen hundred and two (Senate Document Numbered Two hundred and eighty, Fifty-seventh Congress, first session), five thousand copies of The Gazetteer of the Philippine Islands, revised to January first, nineteen hundred and six, with suitable maps and charts, of which one thousand copies shall be for the use of the Senate, two thousand copies for the use of the House of Representatives, one thousand copies for the use of the War Department, and one thousand copies for the use of the Philippine Commission.

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[Memoranda concerning the Gazetteer of the Philippine Islands and its enlarged usefulness.]

The purpose in view in the establishment of the work entitled "A Gazetteer of the Philippine Islands" and its prosecution to the present time has been the subject of special reference from year to year in the reports to the Secretary of War by the chief of the division, later Bureau of Insular Affairs, as follows:

[1901, October 23, page 9.]

*Philippine Gazetteer.*—This division (of Insular Affairs) is now engaged in the compilation of a Gazetteer which aims to bring together reliable information regarding the Government, commerce and industries, geography, and the agricultural, mineral, forest, marine, and other physical resources of the Philippine Islands.

It will contain an alphabetical and descriptive list of the islands, provinces, districts, townships, cities, towns, hamlets, ranges, mountains, peaks, volcanoes, rivers, seas, straits, gulfs, sounds, bays, harbors, ports, lakes, promontories, capes, points, light-houses, and other mapped objects and places. This feature of the book will comprise about 11,000 names and descriptions, and it is believed that the work will be of value to all classes of people interested in the archipelago.

*Philippine bibliography.*—This division (of Insular Affairs) has also compiled a bibliography of the Philippines. It has been gathered from many sources, and includes the comprehensive collection in the Library of Congress at Washington, lists received from officers of the army serving in the Philippine Islands, and the collection of manuscripts and files compiled by Doctor Tavera. It is brought down to a late date, and will contain more than 1,500 titles, exclusive of the Tavera group. [This work begun by the editor of the Gazetteer was subsequently turned over to the Librarian of Congress for completion, owing to more direct facilities for information and the necessity of concentration and haste in the preparation of the Gazetteer for publication.]

[1902, October 30, page 5. (Report of Chief of Bureau of Insular Affairs).]

*Gazetteer of the Philippine Islands.*—The following concurrent resolution passed the Senate January 22, 1902:

*Resolved by the Senate (the House of Representatives concurring)*, That there be printed and bound in cloth 4,000 copies of the Gazetteer of the Philippine Islands, 1,000 copies for the use of the Senate, 2,000 for the use of the House of Representatives, and 1,000 copies for the use of the War Department.

With the exception of an appendix, the Gazetteer is now ready for distribution. The delay in its printing, caused by the time occupied in the reproduction of maps and illustrations, as well as in the composition, gave this office the chance to embody therein the constant changes in and additions to the data up to and including the important date of July 4, 1902, upon which day the President's proclamation of amnesty and complete transfer of government from the military to the civil obtained.

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In fact, certain portions of the Gazetteer have been brought up to include October 30, 1902.

The aim of this work was described in the last annual report of this Bureau, which only claims for this Gazetteer that it is the best digest of information available, and at least that it will furnish a basis upon which a second edition can be made a most accurate work. Mr. de B. R. Keim, who has been in special charge of this work, is entitled to commendation for his indefatigable industry in its compilation.

[This was the first print of this volume, the value of which was established by a mass of correspondence of official and individual indorsement and commendation, as shown by the files of this Bureau. As the work was somewhat tentative in character, owing to the limited and incomplete information then available from American material, a complete revision was authorized and at once commenced, with a view to bringing up to the latest date all information from official sources likely to be a subject of reference and as well a presentation, accessible to all, of American administration and progress in every branch of government and economy in the islands.]

*Bibliography of the Philippine Islands* (same report, p. 6).—This bibliography will be printed in a separate volume of probably over 600 pages as an appendix to the Gazetteer, to which it properly belongs.

[1903, October 31; 55. (Report of the Chief of the Bureau of Insular Affairs).]

*Gazetteer of the Philippine Islands.*—During the preceding report year this publication of this Bureau was ordered printed by Senate resolution, and recently, on account of the exhaustion of the edition of 4,000 copies, a reprint of 1,000 was directed by the Secretary of War for the use of the Army. Numerous requests continue to be received for this publication, which can not be complied with. Data is now being collected for a revised edition, if authorized.

[The fact that the Department of War by order of the Secretary authorized a reprint of 1,000 copies of this Gazetteer requires no further comment as to the utility of the work along the lines for which it was inaugurated and carried through the first stage of its progress.]

[1904, October 31; page 55. (Report of Chief of Bureau of Insular Affairs.)]

"*Gazetteer.*"—The Gazetteer of the Philippine Islands, of which two editions have been exhausted, has been revised and brought down to date, to include all available data secured both from the forthcoming census and other official sources. This gazetteer has been in great demand. All that was claimed of it when printed was that it furnished the best then existing available information and formed a basis upon which a second edition could be made a valuable and accurate work.

That accurate work is now ready for publication. I recommend that Congress, by similar resolution that resulted in its first publication, authorize a revised edition.

[As officially stated, the Gazetteer was revised ready for publication to January 1, 1905. Its issue was specially demanded then and increasingly so since, by the numerous changes in boundaries, creation of new and abolition of former provinces, consolidation of others, and establishment of subprovinces, districts, and subdistricts in order to secure more effective provincial administration. The structural form of the smaller subdivisions known as municipalities, in almost every case, was entirely changed by the creation of new or abolition, annexation, or consolidation of former minor divisions. This also completely changed the status of the great mass of barrios in these subdivisions. All these changes were shown in the edition intended for publication to January 1, 1905. The insular government itself had been revised and amended in methods and details, as the unfolding requirements of the islands seemed to demand. This was also brought up to date. These numerous changes, as well as other considerations, practically nullified the census of 1903, which may be regarded as obsolete and is known not to be always reliable. These errors, as far as discovered, were corrected. The Gazetteer of the Philippine Islands is framed upon entirely different lines and is not designed as a census, but, as indicated in the official report of the Chief of the Bureau, is intended as a cumulative and progressive presentation of facts essential to reference upon any given subject or located object appertaining to the islands for official or public information to date.]

[1905, October 31, page 32. (Report of the Chief of the Bureau of Insular Affairs.)]

Thorough and painstaking work has been done during the past year on the new or revised edition of the Gazetteer. Many changes in provincial and municipal boundaries have been made since the original edition was published. The new work will

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contain accurate and detailed information as to these changes, and inaccuracies in the original edition due to lack of information at the time of its preparation will be corrected. In addition, new features contributing to its value for official purposes and public utility will be introduced.

[Owing to the nonpublication of the Gazetteer, edition of January 1, 1905, it became necessary to go over the work in order to bring the information up to date—January 1, 1906. In doing so the constructive changes of the year by acts of the Philippine Commission have been incorporated and much other material of value and recent date added, especially relating to the methods of central administration, reconstruction of the organization of executive departments, and improvements in the transaction of insular affairs. At the present time no work exists showing in concrete form, the existing status of political corporate divisions, subdivisions, and minor subdivisions. The edition of 1906 is a comprehensive work in three parts:

Vol. I. General description of the islands, geography, population, wealth, resources, industries, and conditions.

Vol. II. Provinces, embracing details under various heads of information.

Vol. III. Pronouncing dictionary, alphabetically arranged, of all mapped localities and objects.]

(This edition has been prepared with special reference to avoidance of republication, all future changes and accession of facts to be brought up to date by annual supplement.)

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 462.

# COMPILATION OF DOCUMENTS RELATING TO AFFAIRS OF CUBA, PORTO RICO, THE PHILIPPINES, ETC.

## LETTER

FROM

## THE SECRETARY OF WAR,

RECOMMENDING

**THE PRINTING OF THE COMPILATION OF DOCUMENTS RELATING TO THE AFFAIRS OF CUBA, PORTO RICO, THE PHILIPPINES, AND OTHER INSULAR POSSESSIONS MADE BY THE BUREAU OF INSULAR AFFAIRS DURING THE PAST FIVE YEARS.**

MAY 28, 1906.—Referred to the Committee on Printing and ordered to be printed.

WAR DEPARTMENT,
*Washington, May 19, 1906.*

SIR: The Bureau of Insular Affairs has for the past five years made a comprehensive compilation of all documents relating to the affairs of Cuba, Porto Rico, the Philippines, and other insular possessions. These documents have been collected from every known and available source. They include Congressional documents of all kinds and publications issued by the various executive branches of this Government, as well as the executive publications of the insular governments.

They have been bound together in volumes of convenient size, to the number, in the set, of 300 volumes, containing approximately a quarter of a million pages of texts. The index will contain over 21,000 references, and if printed may be comprehended within about 800 pages of public document size.

The references in the index are not only of the compilation by volume and page number, but to the identifying designations of Congressional and Executive documents, reports, and hearings, together with the page numbers therein. A few specimen references are appended hereto.

This index if printed would be very valuable to Members of Congress, as well as to Government officials, libraries, and the general public, as it would readily refer the seeker for information to the documents, reports, and hearings, giving numbers, pages, etc., and thus unlock the great fund of insular information now almost unavailable when any particular subject is desired.

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The printing of this index was proposed by Senate concurrent resolution No. 56, Fifty-eighth Congress, second session, but passed the Senate only, and its printing is again recommended in such numbers as thought proper, and that the War Department be furnished with 500 copies for its use.

Very respectfully,

WM. H. TAFT,
*Secretary of War.*

The PRESIDENT OF THE UNITED STATES SENATE.

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* * * * indicate other references under subject, which, for the sake of brevity, are omitted from this memorandum.

NOTE.—The numbers inclosed in parentheses refer to volume and page in the Insular Bureau compilation. The document reference following, with page, will be available in any library.

FIBER PLANTS:
Cuba—
Sisal cultivation (65D–332).
H. Doc. 267, 58th, 3d, v. 68, Ser. No. 4847, p. 594.
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Notes on (51D–148, 241, 346).
Bull. U. S. Nat. Museum, April 8, 1905, U. S. Nat. Herbarium, v. 9, pp. 148, 241, 346.
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Hawaii—
Sisal, experiments with (65D–743).
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Sisal, experiments with (126–1049).
Rp. Int. Dept., 1904, pt. 3, H. Doc. 5, 58th, 3d, v. 23, Ser. No. 4802, p. 117.
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Philippine Is.—
Cotton—
Production (93–14).
Mo. Sum. Com. P. I., July, 1903, #1, Series 1903–1904, p. 14.
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Hemp (Abacá)—
History and cultivation (106–509).
Bull. #12, Bu. Agri. P. I., Pub. 1904, p. 1.
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Official inspection proposed (81–50).
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Maguey—
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H. Doc. 267, 58th 3d, v. 68, Ser. No. 4847, p. 405.
* * * *
Porto Rico—
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Experiments in culture (27B–133).
S. Doc. 26, Rp. Gov. P. R., 1903, 58th 1st, v. 2, Ser. No. 4563, p. 133.

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Exports from U. S.
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S. Doc. 172, 58th, 3d, v. 4, Ser. No. 4766, p. 3.

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H. Doc. 267, 58th, 3d, v. 68, Ser. No. 4847, p. 356.
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Reciprocity convention (60D–81).
H. Doc. 2, 58th, 1st, v. 1, Ser. No. 4565, p. 1.
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Tariff (52D–45).
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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 463.

# TRUSTEES OF GROVE BAPTIST CHURCH, OF FAUQUIER COUNTY, VA.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF GROVE BAPTIST CHURCH, OF FAUQUIER COUNTY, VA., AGAINST THE UNITED STATES.**

MAY 28, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, May 25, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional No. 11780. Trustees of Grove Baptist Church, of Fauquier County, Virginia, v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the court February 28, 1905, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of the trustees of Grove Baptist Church, of Fauquier County, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Grove Baptist Church, of Fauquier County, Virginia, the sum of one thousand dollars, for use of and damage to their church property by the military forces of the United States during the late civil war."

The trustees of Grove Baptist Church, of Fauquier County, Va., appeared and filed their petition in this court March 13, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion the military forces of the United States at different times during the years 1862 and 1863, under command of Generals Meade, Hatch, and Gregg, took possession of and used and damaged the church building belonging to the Grove Baptist Church, of Fauquier County, Va. That by reason of such occupancy repairs were necessary, and the cost to restore the



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building to the condition in which it was at the time the said military forces took possession of the same was the sum of $1,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 26th day of March, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by M. A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Grove Baptist Church, of Fauquier County, Va., as a church, was loyal to the Government of the United States during the war for the suppression of the rebellion.

II. During the war for the supression of the rebellion the military forces of the United States, by proper authority, for the use of the Army, took possession of and occupied, for military purposes, the church building belonging to the Grove Baptist Church, of Fauquier County, Va. The reasonable rental value of said building, together with the repairs incident to such occupation, was the sum of six hundred dollars ($600), for which no payment appears to have been made.

BY THE COURT.

Filed April 2, 1906.
A true copy.
Test this 25th day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 464.

# REPORTS OF THE KEEP COMMISSION.

## MESSAGE

FROM THE

## PRESIDENT OF THE UNITED STATES,

TRANSMITTING

**THE REPORTS OF THE KEEP COMMISSION ON DEPARTMENT METHODS, RELATING TO OFFICIAL CROP STATISTICS AND THE INVESTIGATION OF THE TWELFTH CENSUS REPORT ON AGRICULTURE, IN COMPLIANCE WITH SENATE RESOLUTION No. 135.**

MAY 29, 1906.—Read, referred to the Committee on Agriculture and Forestry, and ordered to be printed.

*To the Senate:*

In compliance with the resolution of the Senate of the United States, of the 28th instant, requesting the President, "if not incompatible with the public interests, to transmit to the Senate the reports of the Keep Commission on Department methods, relating to official crop statistics and the investigation of the Twelfth Census Report on Agriculture," I transmit herewith said reports.

THEODORE ROOSEVELT.

THE WHITE HOUSE, *May 29, 1906.*

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TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, January 6, 1906.*

The PRESIDENT:

I have the honor to transmit herewith the report of the committee on Department methods on the work of the Bureau of Statistics of the Department of Agriculture.

In this report are a number of tables in which the estimates of the Bureau of Statistics are compared with the figures of the Census Bureau. In these comparisons we have necessarily taken the census figures as a basis, though inaccuracies may exist therein, there being no other standard of comparison.

Respectfully, C. H. KEEP, *Chairman.*

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TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, January 6, 1906.*

The PRESIDENT:

The New England Cotton Manufacturers' Association certified to you, under date of October 5, 1905, the following resolutions, passed at the seventy-ninth meeting of that association, held at Atlantic City, N. J., September 21, 1905:

Whereas the unreliability of Government crop reports and the leaks in the Bureau of Statistics have tended to increase speculation in cotton futures; and

Whereas the cotton-manufacturing industry of the world has been greatly injured in recent years by speculation or gambling in cotton futures, which is undoubtedly in contravention of existing national and State laws: Be it

*Resolved*, That the New England Cotton Manufacturers' Association, in convention assembled, requests the President of the United States to appoint a commission to investigate the best methods of issuing Government crop reports, and also to investigate the subject of gambling in cotton futures, to the end that some way may be devised to restrict the improper trading in cotton and to protect the legitimate industry of cotton manufacturing from these pernicious influences.

These resolutions were referred by you to the Secretary of Agriculture, and upon his suggestion were referred to the Committee on Department Methods for investigation and report. In making this suggestion the Secretary of Agriculture referred to the steady improvement and development of the methods of estimating crops which had been made by officials of his Department under his direction, but suggested that if an outside commission should look over the system with care it be might able to make recommendations of value.

The Committee on Department Methods began its investigations as promptly as possible. The Secretary of Agriculture directed that the records and papers of his Department be placed at our disposal, and in prosecuting this inquiry we have had the cordial cooperation and assistance of the officials of the Department. Hearings were begun and every phase of the methods of the Department in making crop estimates was examined in detail, especial attention being given, however, to the reports on cotton.

It is but fair to say that a reorganization of the Bureau of Statistics was begun by the Department and in progress before this investigation was undertaken and that some of the changes suggested in this report were either contemplated or actually begun, as hereinafter indicated in greater detail. The distinction between the organization and methods of the Bureau of Statistics under its former chief and its present organization, methods, and personnel should be kept clearly in mind.

Leaving out of consideration the reports of the Weather Bureau relating to crop conditions and dealing only with the work of crop estimates which comes from the Bureau of Statistics, we may state that the first act of Congress providing for a statistical division in the Department of Agriculture was the act of June 16, 1880. This act makes provision for a statistician at $2,000, and a total statutory roll of $10,800 and a miscellaneous fund of $10,000, a total of $20,800. From this first small beginning the Bureau of Statistics has gradually enlarged the scope of its operations, so that its appropriation for the fiscal year ending June 30, 1906, is $196,460. It now has on salary 155 persons, including statisticians, clerks, compilers, copyists, and salaried State agents.

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## METHOD FOLLOWED BY THE BUREAU IN MAKING ESTIMATES OF THE ACREAGE, CONDITION, AND YIELD OF COTTON.

The Bureau of Statistics obtains the information upon which its estimates are made in the case of cotton from seven different sources:

First. From traveling field agents. The cotton-growing district is divided into three sections, and to each of these sections is assigned a special agent whose duty it is to travel about, covering his territory thoroughly, seeking information from his own observation as an expert and by consulting with such correspondents and local sources of information as he may select. The traveling field agents are paid salaries and devote their entire time to the work of the Bureau.

Second. From State agents. Men of standing and repute in the community are selected for State agents, and they are paid salaries ranging from $300 to $800 a year; and in one or two cases, where the State agent covers some territory outside his State, the latter salary is slightly exceeded. They are, of course, engaged in other business, and devote only such time as is necessary to the crop estimate work. They select their own corps of correspondents in different parts of the State, notifying, however, the Department when they select a correspondent and when one is dropped from their list. They are supposed to have correspondents located in every part of the State and so distributed geographically as to cover adequately the territory assigned to them. When they send their reports to Washington they are required to state the number of their local correspondents from whom they have heard.

Third. From local county correspondents. There is a county correspondent in each county who reports, not to the field agent or State agent, but independently and directly to the Bureau of Statistics. Each county correspondent is supposed to have three or four men selected by himself and located in various parts of the county from whom he receives information which, with his own knowledge, forms the basis for his report to Washington. When a vacancy occurs in a position of county correspondent the position is usually filled from the corps of township correspondents, a person being selected whose work as township correspondent has been performed in a way to meet the approval of the Department.

Fourth. From township correspondents, reporting independently and directly to the Bureau of Statistics, one for each township, often nominated by the postmaster through correspondence.

Fifth. From individual farmers, reporting each for his own farm directly and independently to Washington.

Sixth. From cotton ginners.

Seventh. From special correspondents, business men, country bankers, cotton brokers, and persons selected by the Bureau by reason of their supposed familiarity with cotton conditions in their respective localities.

The Bureau of Statistics has upon its list about 85,000 people of all these classes in the cotton-producing country, classified as follows:

Traveling agents, 3; State agents and their correspondents who report directly to them, 4,000; county correspondents, 800; township correspondents, 12,000; individual farmers, 20,000; cotton ginners, about 32,000; special correspondents, 16,000.

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The first four classes of correspondents are called upon for information used as a basis for all the reports relating to acreage, condition, and yield of cotton. The individual farmers, ginners, and special correspondents are only asked for reports in May and November; the reports which deal with acreage and yield. They are not called upon in connection with the intervening monthly reports of the Bureau relating to the condition of the growing crop. Of course, with so large a number of correspondents, reports are not obtained from all. From 60 to 85 per cent respond when called upon.

The cotton reports begin with the first report, issued early in June, relating to the acreage of cotton planted and to the estimated condition of the plant on the 25th day of May.

It is unnecessary to describe here in detail the method in which the reports from these various classes of correspondents are handled when they reach Washington and the safeguards adopted by the Department to prevent illegitimate foreknowledge by any person. Full information on this subject has been given by the Department in its publications and in statements at hearings before Congressional committees. The safeguards to prevent leaks have been improved from time to time and have been materially changed since the establishment of the board of crop reports and since Assistant Secretary Hays of the Department of Agriculture has taken charge of this work. It is difficult to see how the system now in force could be improved upon in this respect, and we have no suggestions to offer.

The work of making a crop estimate culminates at a session of a board composed of four persons, presided over by the Assistant Secretary of Agriculture. This board meets on the day on which the estimate is to be issued. To this meeting the reports of the traveling agents and State agents are brought from the safe in the office of the Secretary of Agriculture. The tabulated reports from the other classes of correspondents are also at hand, as well as the weather reports. Statements in quadruplicate, giving in percentage figures the collated and summarized returns from each class of correspondents for each State in the cotton territory, are prepared by clerks, and one is given to each of the four members of the crop-estimating board. The reports of the three traveling agents are read; also the reports of the State agents.

The reports of the Weather Bureau, showing the weather conditions in each State for a period of several weeks prior to the date of the report, are also read. Each of the four members of the crop-estimating board, with the percentage figures from each class of correspondents before him, exercises his own judgment separately and without consultation with his associates, putting down a figure for each State which expresses his own judgment. When this has been done the figures are read. If any member of the board differs materially on any particular State from the other three members he is called upon for his reasons. The other members of the board state their reasons. The board then sits as a whole, being presided over by the Assistant Secretary, and after discussion adopts a figure for each State. The figure thus reached is not the result of a mathematical computation, and in every description of this process put out by the Bureau of Statistics, or otherwise, the fact that the process is not mathematical should always appear.

We had brought before us a number of the tabulated sheets used by the board of crop estimates, showing every step in the process by which

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the final result was reached. We were thus able to trace the processes followed by the board and to see the respective weight which the crop-estimate board attached on several occasions to the reports before them from the different classes of correspondents. The work now done by the board of crop estimates was formerly done by a single individual, the Statistician himself, under whose régime there was much reticence about the process through which the percentage figure announced by the Bureau was reached. Inquiries on this subject were not cordially received. The general nature of the process has come to light, however, largely through discussion before Congressional committees.

We think the policy of secrecy formerly observed, but now abandoned, was a mistake, and that some portion of the criticism which has been visited on the crop estimates of the Bureau of Statistics might have been avoided if the public, for whose benefit the figures are made, had been informed of the processes and methods by which they were arrived at.

Great stress has been laid in the past on the number of persons from whom reports were obtained. In our judgment it does not add authority to the estimates of the cotton crop to state that information has been sought from 85,000 different people, of whom perhaps three-fourths have responded. The enormous number of correspondents rather raises a presumption against care in selecting them and genuine knowledge by the Bureau of the persons whose reports it receives. An inspection of the tabulated results, as laid before us in our investigation, leads us to the conclusion that nothing whatever is gained by this great number of correspondents. On the other hand, the sending out of blank forms to these persons, the receipt of the replies, and their careful tabulation involves an immense amount of labor and expense from which, in our judgment, there is no equivalent benefit received.

It is altogether clear that the information principally relied upon by the board of crop estimates is the reports of the traveling field agents of the Bureau and the reports of the State agents. If these two sources of information agree, little attention is paid to divergent opinion on the part of the other correspondents. If these two disagree, the figure adopted is in almost every instance either the one or the other or lies between the two. The respective abilities of the State agents and the extent to which they have heard from their correspondents, also the reports of the traveling agents as to the completeness with which they have covered their territory, are taken into account. In other words, the Bureau relies upon the reports made to it from persons in its employ and to whom it pays salaries. These reports are much less affected by biased error and are made under a feeling of responsibility which the voluntary unpaid observer does not have. We shall discuss this matter further in later pages of the report in connection with some suggestions relating to an improvement in the organization of the State agencies.

### THE PERCENTAGE SYSTEM.

It is in the United States that the making of crop estimates and expressing the results in figures on a percentage basis has been developed.

One of the questions asked in the spring cotton report is the estimated condition of the growing cotton plant on May 25, as compared

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not with last year's condition, but with a normal condition of growth and vitality represented by 100. An answer to this question is requested in figures. The use of the word "normal" has caused much misunderstanding. To many persons the words "normal crop" means average crop, but in the Bureau of Statistics "normal crop" means something quite different. A normal condition represented by 100 would be the condition of the plant giving promise of such a crop as might be expected if the plant were not subjected to any damaging influences, but grew and developed under favorable conditions, including favorable weather, freedom from damage from insects, etc. A "normal crop" is not a crop which might be raised by an exceptionally skillful farmer by exceptional cultivation, but such a crop as a healthy plant well planted and cultivated will produce if not subjected to damaging influences.

It has been claimed that this conception of the normal condition represented by 100 was something too subtle to be grasped and grasped alike by the various individuals from whom reports are sought and taken. The instructions to agents, defining the meaning of the percentage 100, seem to us as clear as it is possible to make them. If we have any criticism to offer, it would be to question the use of the word "normal." Possibly the substitution of the expression "full crop" for "normal crop" would make the true meaning of "100" easier for the correspondents to grasp. At any rate, we know of no better standard of comparison. To attach to the figure 100 a meaning based on a fixed number of pounds per acre would be out of the question, since different parts of the cotton belt present widely differing results in this respect.

## ACREAGE.

The determination of acreage planted forms the basis for all estimates of probable crop based upon the condition of the growing plant. It is useless to know the condition of the plant except for the purpose of making an estimate of the probable total yield of the crop, and this can not be done unless the acreage planted is accurately determined. Once in ten years the actual acreage planted in cotton is determined by the Bureau of the Census, and opportunity is afforded to see how near the estimated acreage, as reported by the correspondents of the Bureau of Statistics of the Department of Agriculture, is to the result of such actual enumeration.

The following table compares the cotton acreage reported by the Bureau of the Census for the years 1899, 1889, and 1879, and the acreage reported for the same years by the Bureau of Statistics. The figures in the last column show the relation which the figures of the Bureau of Statistics bear to those of the Bureau of the Census:

| Year. | Bureau of Statistics. | Bureau of the Census. | Per cent. |
|---|---|---|---|
| 1899 | 23,403,158 | 24,275,101 | 96 |
| 1889 | 19,123,050 | 20,175,270 | 95 |
| 1879 | 12,595,500 | 14,480,019 | 87 |

It will be seen from this table that in 1899 the estimate of cotton acreage by the Bureau of Statistics was 4 per cent less than the returns of the census for that year; in 1889 the Bureau of Statistics was 5 per

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cent less than the census, while in 1879 the Bureau of Statistics was 13 per cent less than the Bureau of the Census. If the acreage as taken by the two offices is compared by States, much wider divergence is apparent, as will be shown by the following table:

1899.

[Figures are in thousands of acres.]

| State. | Bureau of Statistics. | Bureau of the Census. | Per cent. |
|---|---|---|---|
| Alabama | 2,882 | 3,202 | 90 |
| Arkansas | 1,726 | 1,642 | 105 |
| Florida | 149 | 222 | 67 |
| Georgia | 3,288 | 3,514 | 94 |
| Indian Territory | 299 | 442 | 68 |
| Louisiana | 1,179 | 1,376 | 86 |
| Mississippi | 2,784 | 2,898 | 96 |
| North Carolina | 1,220 | 1,007 | 121 |
| Oklahoma | 209 | 241 | 87 |
| South Carolina | 2,212 | 2,074 | 107 |
| Tennessee | 734 | 623 | 118 |
| Texas | 6,642 | 6,960 | 95 |

Virginia and Missouri disregarded because of small acreage.

From this table it appears that while the estimate for acreage for the whole cotton belt in 1899 shows a difference of only 4 per cent between the two offices, yet when the acreage is taken by States the differences range from 21 per cent above to 33 per cent below.

The determination of acreage is the determination of a question of fact. To determine from the condition of a growing plant its probable productiveness is quite another matter. In the latter case the use of judgment and the making of a more or less uncertain estimate of future yield is the best that can be done. In the case of acreage, however, to request correspondents to give their estimate of the number of acres of cotton planted in their territory as a percentage of the number of acres planted the previous year is to adopt an uncertain method when a method more certain is available. Moreover, even if we assume that the census figure is adopted by the Bureau of Statistics for the decennial year (the census figures were not accepted by the former statistician for 1899) the calculation of acreage based upon percentage estimates in the year following the census will necessarily diverge somewhat from the actual fact. In the year succeeding, the percentage adopted will be applied to the estimated percentage of the year before, and so on for ten years, the process naturally resulting in cumulative errors, so that by the time another census year has arrived we should expect the divergence to be very material.

The results shown by the second table are, therefore, the natural and inevitable results of this system of determining acreage, and in the case of crops other than cotton the divergence between the census figures and the acreage estimates of the Bureau of Statistics have been far wider than in the case of cotton.

It has been urged that it was quite practicable to make, during the cotton-planting season, which extends over a considerable period, a farm-to-farm canvass for the actual enumeration of the acreage planted. The Census Bureau has made an estimate of cost of doing this work. The number of farms to be visited would be approximately 1,400,000. On the basis of 12 cents per report, the cost would amount to $168,000 per annum, to which would have to be added the amount necessary to cover

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the preliminary work of compiling a list of the cotton growers from the county assessors' records, checked against the lists of the ginners' patrons. Eighteen cents was paid by the Census of 1900 for an agricultural schedule. Twelve cents is considered a reasonable price to pay for the much simpler information required by the acreage enumerator, although in each case every farm has to be vistedi.

This seems like a large annual expense for acreage information relating to a single crop. It could only be justified in the case of the cotton crop, where exact information is especially valuable. Slight differences in yield of the cotton crop produce very material changes in the price, and the fact that a very large percentage of the world's cotton is raised in a definitely defined territory in our Southern States puts the determination of cotton acreage on an entirely different footing from that of all other crops, and might be considered as justifying a considerable expenditure for accurate information, although an annual farm-to-farm canvass for the acreage of other crops in the United States would be out of the question.

If, however, this method of determining the acreage be rejected as impracticable on account of expense, the Census Bureau suggests another and cheaper way. In collecting its statistics for cotton ginning with the uniformity and rapidity required for its semimonthly reports, the Bureau of the Census has found it necessary to organize a field force of 701 paid agents, who canvass the 28,000 to 30,000 individual ginneries and secure card reports of the cotton ginned up to specified dates during the ginning season. Of the 834 cotton-producing counties in the South, 760 are canvassed by these agents, who visit each ginnery therein once in two weeks during the autumn and winter months. Seventy-four counties, containing only 160 ginneries out of a total of nearly 30,000, are not canvassed by paid agents, but the small number of ginners report directly to the Census Bureau by correspondence. The ginning agents have been selected because of their knowledge of the cotton ginning industry, their standing in the community in which they live, and their reliability. A great number of them have been canvassing their respective territories for several years, and are in close touch with the ginners and well acquainted with the farming industry in their localities.

The Census Bureau believes that annual statistics of cotton acreage could be obtained by this field force in cooperation with the ginners, with whom they have already established relations, with a high degree of accuracy and with comparative ease. The plan would require the ginners to list their customers and record upon such list the number of acres of cotton planted by these customers just as they now record the number of bales of cotton ginned for such customers. Ginning communities are not large as a rule, and during the planting season there are many occasions which bring the ginners and their customers together. The telephone and the rural free delivery of mails are quite general in the cotton-growing States, and would add greatly to the facility with which the ginners could communicate with their customers. The Census Bureau believes that this field force could obtain through the ginners an accurate return of the cotton planted each spring, at a cost of not less than $60,000 nor more than $90,000 per year. Moreover, all this cost need not, in our opinion, be additional to that now expended for crop reports. A considerable portion of this sum could be saved if expense now unnecessarily incurred were cut

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off. We shall refer to this unnecessary expense hereafter in another connection.

We are strongly of the opinion that until an improved method of arriving at the acreage planted is adopted, much inaccuracy must be expected in Government crop returns. The Government figures are given an official stamp, and, emanating from the Government, they command far greater weight and credence than those of private observers and estimators. This places upon the Government a distinct obligation to adopt the best means of making its figures accurate. Cumulative errors from year to year in acreage, corrected only once in ten years by actual determination from farm to farm canvass, can never produce accurate results.

Moreover, such a division of work between the Census Bureau and the Bureau of Statistics would be entirely logical and consistent. The acreage planted and cotton ginned are both facts capable of actual enumeration, and it is with enumerated facts that the Bureau of the Census is prepared to deal and does deal. On the other hand, probable yield, based upon progress and condition of the growing plant during the growing season, is a matter of judgment and estimate, and is work with which the Bureau of Statistics is better prepared to deal.

We therefore recommend that the determination of acreage planted be intrusted to the Bureau of the Census, and that suitable provision be made for the work in accordance with the least expensive of the alternative plans hereinbefore described.

### MEASURE OF ACCURACY OF RECENT ESTIMATES ON COTTON.

To measure the accuracy of the work of the Bureau of Statistics in estimating the total cotton crop, its estimates may be compared with the enumerators' returns of the Twelfth Census (crop of 1899), with the ginners' report of the same crop, and with the ginners' reports from 1900 to 1904, inclusive, as such reports have been compiled by the Census Bureau. For exact comparison all the reports are here reduced to net pounds of lint cotton. The comparison follows, in thousands of pounds:

| Year. | Bureau of the Census. | Bureau of Statistics. |
|---|---|---|
| 1899: | | |
| Enumerators' returns | 4,509,617 | 4,329,198 |
| Ginners' reports | 4,467,097 | ..... |
| 1900 | 4,846,471 | 4,856,738 |
| 1901 | 4,550,950 | 4,529,964 |
| 1902 | 5,091,641 | 5,111,870 |
| 1903 | 4,706,591 | 4,889,796 |
| 1904 | 6,426,698 | 6,157,064 |

The above table summarizes the results of the Bureau of Statistics so far as they relate to cotton for the years covered. It appears that in 1904 the estimate of the Bureau of Statistics was below the ginners' report by 4.2 per cent; in 1903 it was above the ginners' report by 3.9 per cent; in 1902 it was above the ginners' report by two-fifths of 1 per cent; in 1901 it was below the ginners' report by one-half of 1 per cent; and in 1900 it was above the ginners' report by one-fifth of 1 per cent. In 1899 it was 4 per cent below the census enumerators' returns and 3.1 per cent below the ginners' returns. Of the two

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returns from the Census Office in 1899 greater weight attaches to the enumerators' returns than to the ginners' returns, since that was the first year of returns from ginners, and the methods employed in getting their reports had not been fully developed.

It will be seen that in three cases, viz, in 1900, 1901, and 1902, the Bureau of Statistics has been very close to the crop as reported by the Census Bureau. It will also be seen that the commonly accepted statement that the Bureau of Statistics has never overestimated a cotton crop is not true. In the last six years it has overestimated the crop three times and underestimated the crop three times.

The above figures relate to the cotton crop as a whole, but the following table shows the crop of 1899 by States as returned by the Census enumerators and as estimated by the Bureau of Statistics. The figures represent thousands of pounds, and the final column of the table shows the proportion expressed as a percentage which the figures of the Bureau of Statistics bear to those of the Census. The States given include all of the cotton States except Kentucky, Virginia, and Missouri, which are omitted because of the smallness of their cotton crops.

| | Bureau of Statistics. | Bureau of the Census. | Per cent. |
|---|---|---|---|
| Alabama | 507,408 | 522,781 | 97 |
| Arkansas | 333,118 | 337,432 | 99 |
| Florida | 14,006 | 25,809 | 54 |
| Georgia | 522,792 | 589,216 | 89 |
| Indian Territory | 67,275 | 74,433 | 90 |
| Louisiana | 280,602 | 334,361 | 84 |
| Mississippi | 581,856 | 615,025 | 96 |
| North Carolina | 235,460 | 206,981 | 114 |
| Oklahoma | 86,815 | 84,422 | 107 |
| South Carolina | 364,980 | 403,294 | 90 |
| Tennessee | 135,456 | 112,334 | 126 |
| Texas | 1,228,770 | 1,235,585 | 99 |

Here again it will be seen that while the total crop as estimated by the Bureau of Statistics for 1899 only differed by 4 per cent from the Bureau of the Census, yet in the case of individual States there is a wide divergence. In the case of Florida, the State of smallest crop, the Bureau of Statistics returned only 54 per cent of the figures returned by the census, while in Tennessee the returns of the Bureau of Statistics were 126 per cent as compared with the census. The discrepancies in the great cotton States are, however, in several instances, comparatively small. The discrepancy in Texas is only 1 per cent, in Mississippi 4 per cent, in Alabama 3 per cent, but in Georgia and South Carolina the discrepancies are 11 per cent and 10 per cent, respectively.

### WEIGHT OF BALES.

We have seen that the monthly reports of the Bureau relating to cotton from May to November, inclusive, deal with the condition of the crop. In December the Bureau issues its final report on the yield. Two questions are asked of its correspondents—the first relating to percentage of abandoned acreage and the second to the estimated yield, in pounds, of cotton per acre in the territory assigned to the correspondent. From the answers to these questions, together with the acreage planted, as ascertained in May, the total yield of cotton for the year is estimated. This estimate is issued about the 3d day of Decem-

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ber. Prior to December, 1905, the reports of the Bureau of Statistics have been announced in bales, without stating the net weight of the bales, and in terms of net-weight bales, varying from year to year. Thus the net weight of the bale adopted by the Bureau for the past six years has been as follows:

| Year. | Pounds. | Year. | Pounds. |
|---|---|---|---|
| 1899 | 486 | 1902 | 491 |
| 1900 | 481 | 1903 | 491 |
| 1901 | 468 | 1904 | 506 |

Thus there is an extreme variation in the weight of the bale for these six years of 38 pounds, or about 7½ per cent. The weight (506 pounds net, without bagging and ties) adopted in 1904 was materially greater than the weight adopted by the Census Office in its final report on last year's cotton crop, based on the ginners' returns. In the census reports for the cotton crop of 1904 the number of bales given was 9 per cent greater than the number of bales announced by the Bureau of Statistics in its estimate of that crop, but if the bales in both instances are reduced to lint cotton in pounds, this apparent variation of 9 per cent in results is reduced to 4.2 per cent. For the larger variation of 9 per cent the Bureau of Statistics can not fairly evade responsibility, since it announced its result in bales, and not in pounds, and by adopting a weight of bale materially in excess of former years greatly reduced its estimate of bales produced. If results are to be announced in bales and not in pounds, both branches of the Government should adopt a uniform standard. Such standard should, we think, make the bale 500 pounds gross weight, including bagging and ties, equivalent to about 478 pounds net weight of cotton. This standard was adopted by the Census Bureau in 1899.

The "weight-of-bale" question has again arisen in connection with the final report on the cotton crop of 1905, issued by the Bureau of Statistics December 3. This report was followed, after an interval of only a few days, by the report from the Census Office giving the cotton ginned to December 1. In certain States it appeared that the ginning prior to the last-named date had exceeded the entire crop of the State, as reported by the Bureau of Statistics, although the ginning season is not over. From this it was inferred that the estimate of the Bureau of Statistics for those particular States must be widely out of the way. Even if it be admitted that the ginning returns from North Carolina indicate that the Bureau of Statistics has underestimated the cotton crop in that State for this year, it must be said in justice to the Bureau that a material underestimate is not yet proven. The Bureau of the Census, in its reports during the ginning season, reports the number of bales ginned in the form of running bales, irrespective of weight, while we have seen that the December report of the Bureau of Statistics for the first time was in terms of bales 478 pounds net.

The average gross weight of running bales in North Carolina is known to be considerably smaller than in other States. Last year it was 469 pounds, which was the lowest gross weight of any State raising cotton. Assuming that the weight of bales in North Carolina this year is the same as last year, if the Bureau of Statistics had made its December estimate in bales of this weight its figures for North Carolina would have been increased 36,000 bales. The Bureau of the Census,

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when it makes its final report on ginning of cotton, converts running bales into bales of 500 pounds gross weight, but so far it has not found it practicable to report anything but running bales of varying weights in the fortnightly reports made during the ginning season.

### FORM IN WHICH THE CONDITION REPORTS OF THE BUREAU OF STATISTICS ARE MADE.

The reports of the Bureau of Statistics on the condition of the cotton crop are announced in percentage figures expressed down to tenths of 1 per cent. Thus, the condition for this year's crop on October 25, announced November 3, was stated by the Bureau to be 68.8 per cent. The previous report stated the condition as 71.2 per cent. The purpose of these reports is to enable the person receiving them to forecast the total crop. As soon as the figures are announced the commercial world interprets them and by a process of calculation attempts to translate these percentage figures of condition into the number of bales of indicated crop. Speculators reach and announce different results. We can see no reason why, instead of leaving this calculation to individuals, it should not be performed by the Bureau. The formula to be used, which is well known, may be stated in the form of a proportion, as follows:

The average condition for a given month for ten years is to the monthly condition announced for that month for the current year as the ten-year average yield per acre in pounds of lint cotton is to "x." "X" is the indicated yield per acre of lint cotton for the current year. The first three terms of the proportion being known, "x" is readily found, and the acreage having been determined, either by estimate or enumeration, the indicated yield can be easily obtained. The announcement by the Bureau of Statistics might, therefore, be in the following form: "The condition of cotton on ——— was —— per cent, indicating a crop of ——— bales."

The following table shows the application of this method to the reports of the cotton-crop condition in 1903, 1904, and 1905, to and including the October report:

| Month. | Ten-year average condition. | Monthly condition. | Ten-year average yield per acre. | Indicated yield per acre. | Indicated crop (bales of 500 pounds). |
|---|---|---|---|---|---|
| **1903.** | | | *Pounds.* | *Pounds.* | |
| June | 86.9 | 74.1 | 181.5 | 154.8 | 8,900,000 |
| July | 85.4 | 77.1 | 181.5 | 163.9 | 9,500,000 |
| August | 84.3 | 79.7 | 181.5 | 171.6 | 9,900,000 |
| September | 72.4 | 81.2 | 181.5 | 203.6 | 11,800,000 |
| October | 67.4 | 65.1 | 181.5 | 175.3 | 10,100,000 |
| **1904.** | | | | | |
| June | 85.8 | 83.0 | 184.3 | 178.3 | 11,300,000 |
| July | 84.8 | 88.0 | 184.3 | 191.3 | 12,100,000 |
| August | 82.7 | 91.6 | 184.3 | 204.1 | 13,000,000 |
| September | 73.2 | 84.1 | 184.3 | 211.7 | 13,400,000 |
| October | 66.8 | 75.8 | 184.3 | 209.1 | 13,300,000 |
| **1905.** | | | | | |
| June | 85.3 | 77.2 | 185.8 | 168.2 | 9,100,000 |
| July | 84.6 | 77.0 | 185.8 | 169.1 | 9,100,000 |
| August | 82.6 | 74.9 | 185.8 | 168.5 | 9,100,000 |
| September | 73.0 | 72.1 | 185.8 | 183.5 | 9,900,000 |
| October | 66.1 | 71.2 | 185.8 | 200.1 | 10,800,000 |

This table is based on planted acreage. Probably it would have been better if an allowance for abandoned acreage, based on a ten-year average, had been made.

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There is another minor matter possibly worthy of mention. As previously stated, the Bureau of Statistics announces its condition estimate of crops down to tenths of 1 per cent. This form of announcement implies a higher degree of accuracy than can possibly be expected under the methods of the Bureau. All the sources of information used by the Bureau in obtaining its condition figure are in percentages without fractions. Traveling agents, State agents, and other classes of correspondents do not attempt to split percentages. The crop-estimate board arrives at a figure for each State without splitting percentages. Under these circumstances we think the announced result should follow the same rule. The figure put out should not purport to go beyond the margin of accuracy used in the figures on which the estimate is based and reasonably to be expected from any estimating system. The present form of announcement carries with it the idea that the Bureau of Statistics is announcing a result arrived at with mathematical exactness by a mathematical process, when the most important steps in the process have not been of a mathematical character. If fractions of 1 per cent are not to be used in expressing the monthly condition, but the nearest per cent is taken, similarly the number of bales of indicated crop should only be stated to the nearest 100,000 bales.

## THE REPORTS OF THE BUREAU OF STATISTICS ON CROPS OTHER THAN COTTON.

While the estimates made by the Bureau of Statistics on the cotton crop have been, as we have seen, in several instances remarkably close, its estimates on other crops have been generally far out of the way. On cotton it has been possible to compare their estimates each year since 1899 with the facts because the ginning statistics determine the crop of each year within a few months after the estimates of the Bureau of Statistics have been announced. In the case of other crops, however, it is only possible to compare the estimates of the Bureau of Statistics with actual results once in ten years, on the occasion of the decennial agricultural census.

The following table shows the acreage and production of the principal crops of the country, other than cotton, for the year 1899, as estimated by the Bureau of Statistics and as announced in the results of the agricultural census of that year:

ACREAGE.

| | Estimate of Bureau of Statistics. | Census figures. | Percentage which Bureau of Statistics bears to Census. |
|---|---|---|---|
| Corn | 82,108,587 | 94,913,673 | 87 |
| Wheat | 44,592,616 | 52,588,574 | 85 |
| Oats | 26,311,380 | 29,539,698 | 89 |
| Barley | 2,878,229 | 4,470,196 | 64 |
| Rye | 1,659,308 | 2,054,292 | 81 |
| Buckwheat | 670,148 | 807,060 | 83 |
| Potatoes | 2,581,353 | 2,938,778 | 88 |
| Hay | 41,328,462 | 61,691,069 | 67 |

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PRODUCTION.

| | Estimate of Bureau of statistics. | Census figures. | Percentage which Bureau of Statistics bears to Census. |
|---|---|---|---|
| Corn ..... bushels.. | 2,078,143,983 | 2,666,324,370 | 78 |
| Wheat ..... do.... | 547,303,846 | 658,534,252 | 83 |
| Oats ..... do.... | 796,177,713 | 943,389,375 | 84 |
| Barley ..... do.... | 73,381,563 | 119,634,877 | 61 |
| Rye ..... do.... | 23,961,741 | 25,568,625 | 94 |
| Buckwheat ..... do.... | 11,094,473 | 11,233,515 | 99 |
| Potatoes ..... do.... | 228,783,232 | 273,318,167 | 84 |
| Hay ..... tons.. | 56,655,756 | 84,010,915 | 68 |

This table shows that the Bureau of Statistics estimated the acreage in corn at nearly 13,000,000 acres less than the census found it, or only 87 per cent of the census acreage. In wheat the acreage was 8,000,000 less, or 85 per cent. In hay the Bureau of Statistics fixed the acreage at 41,000,000 acres, while the census found the acreage 62,000,000, the former being about two-thirds of the latter.

The variations in production are still greater. The Bureau of Statistics underestimated the corn crop 600,000,000 bushels, or 78 per cent of the census figures; wheat, 112,000,000, or 83 per cent; and oats, 147,000,000, or 84 per cent.

Faulty as these statements were, the reports of the Bureau of Statistics on farm animals were even worse for the same year, as will appear by the following table:

| | Estimates of Bureau of Statistics for January 1, 1900. | Census figures for June 1, 1900. |
|---|---|---|
| Horses ..... | 13,537,524 | 18,280,007 |
| Mules ..... | 2,086,027 | 3,271,121 |
| Milch cows ..... | 16,292,360 | 17,139,674 |
| Other cattle ..... | 27,610,054 | 50,682,662 |
| Sheep ..... | 41,883,065 | 61,605,811 |
| Swine ..... | 37,079,356 | 62,876,108 |

It will be noticed that the Bureau of Statistics estimates the swine at 37,000,000, while the census found it 63,000,000; on cattle other than milch cows the Bureau of Statistics estimates the number at 28,000,000; the census at 51,000,000. Variations in the case of sheep, horses, and mules are almost as great. Making full allowance for the difference in farm animals due to the natural increase in the five months from January 1 to June 1, less the decrease by slaughter and otherwise during the same period, these discrepancies are too great to be susceptible of excuse. We can see no possible justification for making and publishing such figures as these. It is quite obvious that an observer who might be able to judge with some accuracy the condition of the cotton crop or the wheat crop in his locality on a given date would have much greater difficulty in arriving at any just conclusion as to the number of domestic animals in his territory on a given date.

The condition of the staple growing crops is open and patent to observation. Men's judgment may differ when asked to express their views in percentage figures, but the crop at least can be seen and

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observed. Such is true in much less degree of farm animals. We should expect, in figures arrived at through percentage estimates, comparing the number of domestic animals in any year with the preceding year, and so on for a series of years, wide divergencies from actual results when checked up against the results of a farm-to-farm enumeration once in ten years by the Bureau of the Census. The subject of inquiry and the method of inquiry are wholly unsuited to each other. The same is true in large degree in the case of all minor crops. It is said that there is a demand from the public for information on these subjects, but the information it demands is accurate information.

Indeed, the wide divergence of the results obtained by the Bureau of Statistics from the actual results arrived at by the census, in the case not only of live stock but of all crops other than cotton, justifies, we think, the conclusion that the methods and results must be improved materially or the service should be discontinued.

The cotton results have in several cases been extremely close, but it must be remembered that in the case of cotton the Bureau of Statistics has much to guide it besides the reports it obtains from its various classes of correspondents. Not until December does it announce its estimate of the cotton crop for any given year. At the time of that estimate it has, it is true, reports from its seven classes of correspondents before it. It, however, does not make use of these reports in any mathematical way. It exercises judgment about the reports to which it shall give weight, and in the exercise of this judgment it has much to guide it.

From two-thirds to three-fourths of the cotton crop has then been actually ginned and figures covering this amount of ginning have been announced by the Bureau of the Census. This and the commercial movement of cotton at cotton centers and ports, and the announced estimates of trade newspapers and private estimators, are all available to assist the members of the crop-estimating board in the exercise of their judgment upon the returns of their correspondents. The compact area in which cotton is produced, the comparatively small changes from year to year in acreage, and all the considerations above mentioned put the cotton crop in a class by itself for estimating. It would be possible for the board to have from all this information a result in mind and to give weight to their correspondents' returns in the light of such result.

### UNDERESTIMATING.

It will be noted that in the table given on page 24, of the acreage and production of crops other than cotton, the acreage and production of each crop, and number of each class of live stock, as returned by the Bureau of Statistics, is less than by the census. The former Statistician of the Bureau of Statistics stated before a committee of Congress that the policy of his Bureau was not to overestimate the crop. It was clear that he had the feeling that the Bureau of Statistics stood for the interest of the farmer or producer rather than for the interest of the buyer or consumer. The results of the estimates of the Bureau in the past clearly show a disposition to avoid overestimates, or, as it has sometimes been stated, to give out conservative estimates.



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We can see no justification whatever for the continuance of this policy, which, it is fair to say, the Bureau as now organized disavows and will abandon. If public money is to be spent for the making of crop estimates, it should be for the benefit of all concerned, and the estimates should be free from biased error and just both to the producer and the consumer. A policy of underestimating leads inevitably to injustice to one of the two parties, and is not the less unfair by being called conservatism.

## SUGGESTIONS FOR IMPROVING THE SERVICE.

These suggestions, while applicable to crops other than cotton, are made principally with a view to an improvement of the cotton estimates, since cotton not only presents the best field for accurate estimates, but because slight variations from the truth in case of cotton produce wide variations in prices, and the responsibility of the Government for great accuracy in the case of cotton is thereby much increased.

We have already stated that in the various cotton reports selected by us at random for examination it was perfectly clear that the Bureau of Statistics relied principally on its paid agents—that is, on traveling field agents and State agents; that the other classes of correspondents were not all necessary; and the number of individual correspondents in various classes was many times in excess of any possible usefulness. In our opinion no further information on the condition of the cotton plant should be sought by the Bureau of Statistics from the following classes of correspondents, viz, individual farmers, ginners, and township correspondents. The Bureau should rely solely on its paid traveling field agents and the paid State correspondents, and on one or possibly two other classes of correspondents whose figures might be used for checking or verifying the more useful and accurate sources of information.

The number of field agents should be such as to cover all parts of the territory each month during the growing season. There was formerly only one for the entire cotton territory; there are now three. Whether three can cover the field properly has not yet been determined. If not, the number should be increased.

The State agents are men of repute, but the information about their knowledge of cotton which we were able to get from the Bureau of Statistics was meager and unsatisfying. The information we obtained certainly did not qualify all of them as cotton experts. Every paid State agent should most assuredly be a cotton expert. He should be paid better compensation than he now receives. At present he is allowed nothing for traveling expenses, and he selects his correspondents about the State without personal contact. The selection of his agents by letter and seed distribution could not be expected to produce the best results. The State agent should be allowed traveling expenses, and should travel about the State and select his correspondents in every part after personal contact with the men selected and personal investigation of their qualifications made on the spot.

It was developed in our hearings that there had never been any inspection of the State agencies until this summer, when the associate statistician, Mr. Olmsted, started on a tour to visit some of the State agencies, but was almost immediately called back to Washington

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to become a member of the crop-estimating board. We questioned Mr. Olmsted closely about his trip, and his evidence on this point was most interesting. The State agents have never been called to Washington to receive personal instructions from the statistician in charge of the Bureau, nor has there been even a semblance of an investigation of the service. One qualified inspector covering the whole cotton territory could visit the various State agencies at least once a year, come into personal contact with the agents, see their methods, find out how they selected their correspondents, see that their correspondents were properly geographically distributed over their States, see that they understood perfectly the instructions of the Bureau, and form a better idea as to whether they were qualified for their work and whether their reports and returns were entitled to the confidence of the Bureau than could otherwise possibly be ascertained.

Some of the money now used in tabulating the returns from the immense number of correspondents of unknown qualifications could well be expended in increasing the compensation of the State agents and allowing them traveling expenses to move about the State, both in selecting their agents and in connection with observation of the growing crop. Whether the State agents should be required to devote their entire time to this work may perhaps be questioned, but during the crop-growing season they should devote a very considerable part of it to this work, and their compensation should be commensurate with the work required and with the character and attainments of the men to be appointed.

The State agents might well be brought together at periods, perhaps once in two years, in Washington, coming into personal contact with the official in charge of the Bureau of Statistics and interchanging ideas for the betterment of the service.

To the traveling field agents and a corps of trained State agents, with a well-organized service of correspondents reporting directly to them, there might be added to advantage one or possibly two other independent sources of information. The Bureau of Statistics should, we think, have one direct correspondent in each county, and such county correspondent should be required to have three or four subcorrespondents located in different parts of the county and reporting directly to him. The subcorrespondents and the county correspondents as well should be connected with the cotton trade, as producers or otherwise, as, in fact, should all the correspondents of the State agents.

Still another class of correspondents, known as "special correspondents," but greatly reduced in number by the process of discriminate selection, might also be retained to advantage, reporting directly to the Bureau of Statistics. These special correspondents are country bankers, people connected with agricultural experiment stations, cotton factors, and other persons coming into close contact with the cotton-growing business.

With these four classes of correspondents, altogether numbering only a small fraction of the number from whom reports are now received, the Department would be better equipped, in our opinion, to achieve results than it is at present. In paying the men on whom it relies more liberally, and in inspecting the system so as to know its weak points and keep it up to a state of efficiency, it would be taking steps vitally necessary to a reliable service. The effort of the former



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Statistician was to expand the number of correspondents rather than to discriminate in their selection and inspect their work after their appointment. The tabulated figures shown to us indicate that the vast number of unpaid voluntary correspondents from whom the Bureau now receives this information are largely influenced in times of excitement in cotton, and that at such times the biased error to which their returns are subject is so considerable as practically to eliminate them from the final computations.

The recent attempts to organize the producers of cotton to induce them to decrease the acreage planted and to induce them to hold their cotton for a higher price have materially, though perhaps unconsciously, affected the returns made to the Bureau by the indiscriminate mass of its volunteer correspondents. The Bureau has been compelled to rely, and does rely almost solely, on its paid staff, and its efforts should be devoted almost exclusively to increasing the efficiency of this class of its correspondents.

If the Census Bureau is allowed to determine the acreage planted in the planting season, under the cheaper of the two plans hereinbefore described, and if more money is used by the Bureau of Statistics in paying traveling field agents in building up a more efficient State organization and in organizing an inspection service and less in obtaining and tabulating figures which it tabulates only to reject, much better results may be expected.

Including with cotton the other crops on which the Bureau reports, it has a corps of 250,000 correspondents. Their very number proves indiscriminate selection, and we can not find that the Bureau has ever in its history made any effort to compare the returns from these correspondents with actual facts thereafter developed by the census or otherwise with a view to weeding out those who have sent in grossly inaccurate and misleading figures. In fact, such test of accuracy is practically impossible with that number of correspondents, but could be perfectly applied to the much smaller number recommended.

### THE GINNING STATISTICS.

After completing our investigations at the Bureau of Statistics we went to the Census Bureau and examined carefully the method which has been developed in obtaining the statistics of ginned cotton. The law now requires fortnightly returns, beginning September 1. If the Census Bureau through the field force which it has developed to obtain these ginning statistics is utilized to obtain the acreage planted in the planting season, we think a portion of the extra expense involved could be saved by deferring the issue of ginning statistics until October 18. In the ginning statistics issued prior to that date the per cent of the crop ginned is so small as to give no valuable basis for an estimate of the total crop. Moreover, as the time of the maturing of the cotton crop varies from year to year these variations make very marked changes in the early ginning returns, and any inference that might be attempted from a greater or less amount ginned in September would be rendered even more difficult and untrustworthy from this cause. We therefore recommend that no ginning statistics be issued prior to October 18.

The ginning returns are obtained by the Census from about 29,000 ginneries. They relate to actual running bales ginned at such gin-

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neries at certain periods and are sent in on cards. About 90 per cent of these cards are signed by the ginners and the other 10 per cent of the cards are signed by the agent of the Census Bureau. The instructions to these agents require them, where the cards are not signed by the ginners, but are signed by the agent himself, to state the source of his information. These instructions, however, are not repeated on the cards, and on some of the cards examined by us the agent signed, but gave no information as to where he had obtained his knowledge of the number of bales ginned. There is some danger that if the agents are permitted to sign cards and send them in without a statement as to the sources of their information, a small percentage of estimates, rather than actual facts, may creep into the ginning returns. This percentage might increase if this practice remained unchecked.

### TWO GOVERNMENT REPORTS ON COTTON YIELD.

For the ginning statistics above mentioned the Government is now paying about $200,000 a year. They result in a complete report on the cotton crop at the close of the ginning season, namely, about March 20. We have already seen that the Bureau of Statistics issues its final report on the yield of cotton about December 3, this report being based upon the acreage and estimated yield per acre. In providing for the actual enumeration of the cotton crop through the ginning statistics each year the Government is doing for cotton what it does for no other crop. This raises the question whether, besides such enumeration by one Government office, another Government office should issue a report on estimated yield. It is claimed, on behalf of the report of the Bureau of Statistics of the Agricultural Department, that it is issued several months before the final ginning report. Another argument in its favor, presented by the Bureau of Statistics, is that during the past six years its results on cotton have been very close to the facts.

While it is true that the December report of the Bureau of Statistics antedates the final ginning report by a considerable period, it is also true that at the time such December report is issued by the Bureau of Statistics the fortnightly ginning reports have reached a stage where they are very important factors in estimating the total crop. Thus on November 21 of this year, twelve days before the issue of the final report on yield by the Bureau of Statistics, the Bureau of the Census issued a ginning report showing the cotton ginned to November 14. In 1904, 73.3 per cent of the entire cotton crop had been ginned prior to November 14. In 1903, 69.4 per cent of the crop had been ginned prior to that date. On December 20, 1905, seventeen days after the final yield report of the Bureau of Statistics, the Bureau of the Census issued a report showing the cotton ginned to December 13, 1905. In 1904, 89.7 per cent of the entire cotton crop had been ginned prior to December 13, and in 1903, 86.8 per cent had been so ginned. Thus before the final report of the Bureau of Statistics the available reports on cotton ginned cover from two-thirds to three-quarters of the crop and seventeen days after the final report of the Bureau of Statistics the ginning figures cover about nine-tenths of the entire crop.

As these ginning statistics represent actual facts, they carry, we think, as far as they go, much greater weight than any estimated yield, however scientifically and carefully such estimate may be made.

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It seems to us that by the 21st of December so large a proportion of the cotton crop is covered by the ginning statistics that with such information, and with the figures showing the percentage of the crop so ginned for a series of years up to the same date, and with the general information available to all as to whether the cotton crop in any particular year is early or late, it is possible to make from the ginning statistics on December 21 an estimate of the total cotton crop commanding greater weight and in the long run closer to the actual facts than the final yield report of the Bureau of Statistics.

We therefore recommend that the reports on cotton by the Bureau of Statistics cover only the condition of the growing plant during the growing season, and that after such growing season the ginning statistics be the only reports issued by the Government on cotton yield. If, however, a final report on cotton yield by the Bureau of Statistics is to be made hereafter, that report should be deferred until after the ginning figures, which are issued about December 20, become available, and should then be made in the light of all the available facts. An estimate so made can hardly fail to be a close approximation to the actual crop.

### WEATHER BUREAU REPORTS.

The weekly crop reports of the Weather Bureau show whether weather conditions have been favorable or unfavorable to the crops for seven days prior to the issue of the reports.

Greater cooperation is desirable between the two crop-reporting services of the Department of Agriculture, and accordingly we recommend that the officer in charge of the crop-reporting service of the Weather Bureau meet regularly with the crop-estimating board of the Bureau of Statistics.

### TITLE OF THE BUREAU OF STATISTICS.

The most important part of the work of the Bureau of Statistics is the issue and publication of its reports on crop conditions. These are not statistics, but estimates. The title of the Bureau is a misnomer and is confusing because of the existence of another Bureau of Statistics in the Department of Commerce and Labor. We recommend that the use of the word "statistics" in the designation of the Bureau be abandoned.

It is true that some statistical work is done in the Bureau of Statistics relating to movement of crops, prices in foreign and domestic markets, etc. To a considerable degree the ground covered along these statistical lines is covered by other Government offices, and in building up its statistical work the Bureau in question is tending toward a duplication of statistical work by different Government offices. We have preferred, however, not to deal with this part of the subject in this inquiry, leaving it to be taken up in a later report of this committee, which will deal more extensively with the subject of duplication of work in Government offices.

It is unquestionably very difficult to make an accurate estimate of a crop yield when the crop is still immature and ungathered, and any Government office charged with the duty of making such estimates must in the nature of things make errors and be subjected to criticism therefor, whether such errors be great or small. The Bureau of

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Statistics has, therefore, in the past, and will in the future, be criticised on its estimates. The results reached on cotton by the Bureau of Statistics in recent years, 1904 excepted, have not, in our judgment, merited the condemnation or the bitter criticism directed against the Bureau. The men now in charge of the Bureau fully realize that the estimates made in the past can be materially improved. They are showing willingness to respond to suggestions made for the betterment of the service, and they are fully aware of the shortcomings of the Bureau arising from faults in its organization and methods.

It should be remembered also that the men now in control of the Bureau are not responsible for these faults. With the improvements herein suggested, and others that may be hereafter developed in the course of improved practice, the Bureau may be expected to achieve materially better results and to command for its estimates the confidence of the agricultural and commercial public.

Respectfully submitted.

C. H. KEEP.
LAWRENCE O. MURRAY.
JAMES RUDOLPH GARFIELD.
GIFFORD PINCHOT.

The foregoing report is signed by all members of the committee, except Mr. Hitchcock, whose duties as First Assistant Postmaster-General have been such during the past few weeks that he has not been able to take part in the investigation or the preparation of the report.

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TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, May 1, 1906.*

SIR: The report of the Committee on Department Methods upon Government Crop Reports, transmitted to you January 6, 1906, compared the estimates of the Division (now Bureau) of Statistics of the Department of Agriculture for the year 1899 with the reports of the census for the same year for live stock and certain crops other than cotton. This comparison resulted unfavorably to the estimates of the Division of Statistics, of which Mr. John Hyde at that time was the chief. Accordingly, on January 26, you directed this committee to make "such investigation of the accuracy of the last census as to ascertain whether or not it furnished an accurate basis upon which the Division of Statistics can be judged so far as its reports are concerned."

You also instructed this committee to ask the Secretary of Agriculture to bring to its attention anything which would modify its report as regards such crops. The committee promptly made this request, and under date of January 30 the Secretary replied:

I can not do better than call your attention to the report, dated September, 1902, of a committee appointed by the National Board of Trade to inquire into the methods of the Census Bureau and the Department of Agriculture.

A similar request for information, addressed to the committee of the National Board of Trade, was answered, under date of March 11, 1906, to the effect that—

we feel that there is no material available to us appropriate to submit for your uses which would be serviceable beyond the specifications presented in the 1902 report and the statements before the Committee on Agriculture, herein referred to.

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We have accordingly given careful attention to all the statements contained both in this report and in the hearing above referred to of the committee of the National Board of Trade before the Committee on Agriculture of the House of Representatives, which was held January 14, 1903, about two months after the report was made public.

By far the most important allegation of the committee of the National Board of Trade is that which relates to discrepancies between the geographical areas of certain counties given in Bulletin 57, dated February 23, 1901, and the total farm areas of the same counties given in Part I of the Report on Agriculture issued about July 1, 1902, and printed in the State reports of the census at intervals during the previous year. That committee, in its report, says:

> In 20 States, in which there are 1,490 counties, there are 101 counties made to appear as having farm lands equal to or in excess of the entire surveyed land surface. This number includes a few which, by a small fraction of 1 per cent, are under 100 in the comparison, but which practically represent the entire land surface.

The committee adds that it is—

> impossible to determine or suggest the limit to which such exaggerations or errors may exist in portions of the work wherein the conditions do not admit of such demonstration as in such cases as are herein specifically stated. Exaggerations or errors which enlarge the area basis correspondingly affect unduly the results in regard to production of crops represented.

One more county as to which the same discrepancy exists was subsequently discovered by the census, so that the total number of such counties to be considered is 102.

It can not be denied that errors in the farm-area basis, when they exist, must inevitably cast grave suspicion on the returns of any census of agriculture. The discrepancies between the geographical and farm areas above referred to do exist. Therefore the question immediately arises, Are these errors in the area basis apparent or real and which figures of area are to be accepted, since both can not be accurate? As to the discrepancies in these figures, the Bureau of the Census has made the following statement, which we have verified, and to which we assent: In the case of 56 of the 102 counties a remeasurement shows that the farm area is not in excess of the total area. In 30 counties the differences between the total area and the farm area are clearly within the limits of the normal error. Seven of the remaining 16 counties are accounted for by the long-standing rule of successive censuses that the whole of a farm lying in two or more counties shall be credited to the county in which its manager resides. For example, in Merced County, Cal., there are included two ranches, with a total area of 782,000 acres, of which more than 600,000 acres lie outside of the county.

Finally, in nine of the counties errors of the enumerators or of clerks in the Census Office are admitted. But it is to be regretted that the census has never made public the one fundamental and conclusive fact, that the areas of counties published in Bulletin 57 were taken from planimeter measurements of the counties as shown on the best available maps, and that they were not the results of actual areal surveys, as the committee of the National Board of Trade mistakenly assumed. Such surveys are totally unavailable for county areas over considerable portions of the United States.

The method of measuring county areas by planimeter is open to three sources of error: First, to the normal error of the planimeter;

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second, to the much more important source of error which lies in the natural and inevitable fallibility of the hand in tracing boundary lines with the planimeter point; third, and most important of all, to the fact that the boundaries of counties on many of the best maps, especially in the Southern States, were in the census year, and still are, very inaccurate.

It is obvious that the limitations on the accuracy of the county areas given in Bulletin 57 of the Twelfth Census should have been clearly explained in that bulletin and that contradictions between the farm areas in the agricultural census and the geographical areas used in Bulletin 57 should have been avoided. Unfortunately, neither was done. The introductory paragraph of Bulletin 57 recites that "the areas of counties as published by the Eleventh Census have been thoroughly examined and revised." Similarly, due explanation should have been made of the unexplained correction of the county areas in Ohio, and Ohio alone, in the Abstract of the census published in 1904 as compared with the edition of 1902. These omissions were the less excusable because similar discrepancies between farm and geographical areas had existed in the figures of the Eleventh Census and the attention of officers of the Twelfth Census had been called to the necessity for avoiding a repetition of them.

But these regrettable omissions do not alter the essential fact. When it is known that the geographical county areas given in Bulletin 57 are from the very nature of their source necessarily inaccurate, the comparison between them and the total farm area reached by the census report on agriculture in each county is seen to be without significance, and it becomes evident that any criticism of the accuracy of the agricultural statistics of the census based on this comparison must fall to the ground. Nor do these omissions affect or explain the refusal of Mr. Hyde to accept the census figures of agricultural production and acreage as a basis for the future work of his Bureau. The geographical areas of counties were not at the time of his refusal, and are not now, used in any way whatever by the crop-reporting service, nor did the discrepancies in question become known until after the close of the investigation of the committee of the National Board of Trade in Washington and shortly before the submission of its report; that is to say, not until after the controversy between the Division of Statistics and the census had culminated.

Our investigation of the other charges of the committee of the National Board of Trade has led us to the conclusion that these charges usually relate to sources of error well within the normal margin of error for work of this kind. In nearly every case these sources of error were pointed out to the committee by the officers of the census at the hearings held by the committee at the Census Office, and their total effect, in the judgment of your committee, is decidedly insufficient to cast doubt on the agricultural statistics of the Twelfth Census. While each of these sources of error, and many others not described in the report of the committee of the National Board of Trade, have been carefully investigated, it does not seem necessary to discuss them here, with three exceptions. These exceptions relate to the census figures on live stock and on corn and to errors in tabulation.

It is said that 30 per cent of the figures for the corn crop were revised in the editing of the schedules. This statement, as the committee of the National Board of Trade indicates, refers to the fact that the agri-

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cultural schedule contained spaces for reporting both shelled corn and corn in the ear. There were also provided, wisely as we think, and for the first time in any census, spaces for reporting the money value of each. The price of shelled corn and corn in the ear being known, the editing clerks checked the figures of quantity against the figures of value and so verified or corrected the enumerator's report. The result of this process was a gain in accuracy, not a loss; but we are of the opinion that the methods of the census can be further improved in this respect.

The reports on live stock of the Twelfth Census have been attacked on the ground that the figures for animals on the public range were reached by estimate, not by enumeration, and that the totals were unreliable accordingly. This contention is not sustained. The census of stock on the ranges appears to have been carefully and intelligently taken, and, although its figures are probably 10 per cent too low, they are doubtless nearer to the actual facts than any previous figures.

Your committee's criticisms of the live-stock estimates of Mr. Hyde for the year 1900 appear to be warranted by the fact that the estimates for 1901, after the census returns were available, were increased by him over those for 1900, as shown by the following table:

| | Census figures for June 1, 1900. | Estimates of Division of Statistics. | | |
|---|---|---|---|---|
| | | Jan. 1, 1900. | Jan. 1, 1901. | Per cent of increase. |
| Horses | 18,280,007 | 13,587,524 | 16,744,723 | 23.7 |
| Mules | 3,271,121 | 2,086,027 | 2,864,456 | 37.3 |
| Milch cows | 17,139,674 | 16,292,360 | 16,833,657 | 3.3 |
| Other cattle | 50,682,662 | 27,610,054 | 45,500,213 | 64.8 |
| Sheep | 61,605,811 | 41,883,065 | 59,756,718 | 42.7 |
| Swine | 62,876,108 | 37,079,356 | 56,982,142 | 53.7 |

The changes shown in this table for the year 1901, as compared with 1900, were obviously intended to bring the estimates of the Division of Statistics on live stock into conformity with the figures of the Census, allowance being made for the births which occur between January 1 and June 1 of each year. It was obviously proper to make such an adjustment at the time, but it is equally obvious that the census figures less and less exactly represent present conditions as the years pass from one census period to the next.

The figures on the agricultural schedules were assembled in the Twelfth Census by electrical tabulating machines. The first step in this process was to transfer these figures to cards by corresponding perforations made by punching machines. It is noted by the committee of the National Board of Trade that of the one and a quarter million punched cards verified, 1.34 per cent were found to contain errors, or one card in 75. This is true for all the cards verified, but it does not represent the proportion of error in the cards actually used in tabulations. The 1.34 per cent includes the cards wrongly punched by inexperienced clerks during their period of training and subsequently verified and rejected, and it fails to give expression to the fact that the entries on the cards were far more numerous than the cards themselves, the average number of entries on each card being seventeen. A mistake in any one of these entries classed a card as erroneous. For-

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tunately, an actual test of the accuracy of the machine tabulation is available.

The State of Iowa contains 17 of the 102 counties whose farm area was alleged to be excessive. A complete tabulation of the farm area in that State was made by hand. The total area shown by the hand tabulation was greater than that shown by the machine tabulation by less than one-fourth of 1 per cent, while the total changes in area from all sources, revealed by the retabulation, amounted to about one-third of 1 per cent. The accuracy of the machine tabulation was, therefore, high.

It should be noted that in the case of two of the most important farm staples, namely, wheat and cotton, the accuracy of the agricultural figures of the census could be tested. These two crops are not consumed on the farm except as to wheat used for seed, which can be very closely estimated. The commercial movements of these two crops and the results reached independently by the Twelfth Census Report on Manufactures afford a basis for comparison with the results reached by the enumerators of the census. This comparison is found in the Twelfth Census Report on Agriculture, part 2, page 33 and pages 412 to 413. The comparison strongly confirms the accuracy of the agricultural figures of the census in both cases.

In addition to its investigation of the agricultural figures of the last census along the lines already discussed, the Committee on Department Methods has examined the minutes of the hearings held at the census and at the Division of Statistics by the committee of the National Board of Trade; the results of a very extensive and critical investigation conducted by the division of agriculture of the census into the accuracy of its own figures and methods; the results of an investigation by Dr. S. N. D. North and Mr. Walter F. Willcox into the accuracy of the agricultural figures, ordered by the Director of the Census on the occasion of the report of the committee of the National Board of Trade; several special reports made by the census at the request of your committee; the report of the geographer of the census upon the discrepancies in area already considered; the correspondence on file in the Department of Agriculture and in the Census Office bearing upon the present controversy, and all other germane material that it was able to secure.

In going over this material we have been impressed by the frank attitude of the Census Bureau. Its effort has been, so far as we can judge, to subject its own work to the most critical examination, with a view to the elimination in its future work of every avoidable fault in its methods.

In the course of this examination it became necessary to ascertain, if possible, why the census figures on agricultural production were not accepted by the former chief of the Division of Statistics, Mr. Hyde. In this endeavor the committee was hampered by the absence of Mr. Hyde, who, following the discovery of irregularities in his office, resigned and went abroad, and by the incompleteness of his files. To the latter and to every source of information at his command the Secretary of Agriculture gave your committee the freest access.

Mr. Hyde's correspondence, the records of the hearings of the Investigating Committee at the Census Office and at the Division of Statistics, and the statement of the chairman of that committee agree in

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showing that the discrepancies between geographical and farm areas were not known to the committee at the time of its sessions in Washington (September, 1902). These discrepancies were discovered by Mr. Hyde, worked out in detail by his clerks, and communicated by him to the committee of the National Board of Trade in October of the same year, while the report was in preparation.

No inquiry as to the discrepancies so discovered was made of the officers of the census by the committee of the National Board of Trade, nor as to the value of the inference drawn from them that the census returns of agricultural production were untrustworthy. This inference we have shown to be mistaken.

Discrepancies between the geographical and the farm areas of counties, such as are here discussed for the Twelfth Census, existed in the Eleventh Census also. For three and one-half years, including the time when these discrepancies were discovered and discussed, Mr. Hyde was in charge of the Division of Agriculture of the Eleventh Census. The conclusion appears to be inevitable that Mr. Hyde knew of these discrepancies in the Eleventh Census, and knew how they were caused, and was aware that they did not discredit the farm areas when he discovered similar discrepancies in the Twelfth.

Your committee has no opinion to express as to the nature or amount of editing to which the agricultural schedules of the census were subjected further than to record its belief that the substantial accuracy of the census was not adversely affected thereby. The retabulation of the figures of area for the State of Iowa shows that the editorial changes increased the farm acreage of that State less than one-tenth of 1 per cent.

In conclusion, we have the honor to report that, in our judgment, the agricultural returns of the Twelfth Census are substantially accurate, that they are more accurate than the agricultural returns of any previous census, and that they did, at the time they were published, furnish an accurate basis upon which the estimates of the Division of Statistics could be based and could be judged.

Respectfully,

C. H. KEEP,
LAWRENCE O. MURRAY,
JAMES RUDOLPH GARFIELD,
GIFFORD PINCHOT,
*Committee on Department Methods.*

The PRESIDENT.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 465.

# CLIFFORD C. PEARSON, JR., ADMINISTRATOR.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF CLIFFORD C. PEARSON, JR., ADMINISTRATOR OF CLIFFORD C. PEARSON, DECEASED, AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 10942, M. & C., 2. Clifford C. Pearson, jr., administrator of estate of Clifford C. Pearson, deceased, *v.* The United States.]

STATEMENT OF CASE.

The claim in the above case, for the difference between sea pay and shore pay while claimant's decedent was serving as an officer in the Navy of the United States upon a receiving ship belonging to said Navy, was transmitted to this court by resolution of the United States Senate on the 4th day of June, 1902, referring Senate bill No. 5949 for proceedings and report under the provisions of the act of March 3, 1887, commonly known as the Tucker Act.

The case was brought to a hearing on its merits on the 17th day of May, 1906.

Moyers & Consaul appeared for claimant, and the Attorney-General, by Hon. J. A. Van Orsdel, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes the following allegations:

That he is the duly appointed, qualified, and acting administrator of the estate of Clifford C. Pearson, deceased, late of Plainfield, county of Union, State of New Jersey; that said decedent was late pay clerk in the United States Navy; that decedent's claim was previously presented to the proper accounting officers of the Treasury Department for settlement, and was allowed by said officers under the decision of the Supreme Court of the United States in the case of Strong *v.* The United States (126 U. S., 656); that the sum so allowed was $294.49; that this action was reported to Congress under House Executive Document No. 144, Fifty-first Congress, first

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session; that in appropriating for said allowance and others of like character Congress provided that said appropriations should not be applied to the payment of any such claim which accrued more than six years prior to the date of filing of petition in the Court of Claims in said case of Strong *v.* The United States. (See act of Mar. 2, 1889, 25 Stat. L., 938.) Subsequent appropriations have contained similar provisions.

"That thereafter said accounting officers rejected said claim and refused to allow and pay any portion thereof, and said accounting officers of the Treasury Department have refused and do still refuse to pay this claim."

The court, upon the evidence, and after considering the briefs and arguments of counsel upon each side, makes the following

FINDINGS OF FACT.

I. The claimant, Clifford C. Pearson, jr., is a citizen of the United States and a resident of the county of Middlesex, State of New Jersey, and is the duly appointed, qualified, and acting administrator, with the will annexed, of the estate of Clifford C. Pearson, deceased.

II. That said Clifford C. Pearson, deceased, is the person whose claim was adjusted by the proper accounting officers in the sum of $294.49, but for the payment of which claim no appropriation has been made, save with the above-noted proviso. The amount found due to the claimant by the proper accounting officers under the decision of the Supreme Court of the United States in the case of Strong *v.* The United States was $294.49, which still remains unpaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 466.

# FLORINE A. ALBRIGHT.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF FLORINE A. ALBRIGHT AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. No. 10849, Congressional. Florine A. Albright v. The United States.]

STATEMENT OF THE CASE.

The following bill was referred to the court January 31, 1901, by resolution of the United States Senate under the act of Congress approved March 3, 1887, known as the Tucker Act:

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he hereby is, authorized and directed, out of any moneys in the Treasury not otherwise appropriated, to pay to Florine A. Albright, sole surviving heir of Sterling T. Austin, deceased, the sum of sixty thousand dollars, for eighty-two mules, one hundred head of cattle, three hundred hogs, ten thousand bushels of corn, eight yoke of work cattle, and other stores and supplies taken from the plantation of said Sterling T. Austin, in Carroll Parish, Louisiana, in the spring of eighteen hundred and sixty-three, by the military authorities of the United States and applied to the use of the United States Army."

The claimant appeared and filed her petition in this court April 16, 1901, in which she makes the following allegations:

That she is the sole surviving child and heir of the late Sterling T. Austin, of Lake Providence, Carroll Parish, La., and that she brings this suit as such, and that there was taken from her decedent in Lake Providence, Carroll Parish, La., during the

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war for the suppression of the rebellion by the military forces of the United States, by proper authority, stores and supplies as follows:

| | |
|---|---|
| 90 mules | $18,000 |
| 11 horses | 2,200 |
| 20,000 bushels of corn | 20,000 |
| 100 cattle | 4,000 |
| 300 hogs | 4,500 |
| 8 yoke work cattle | 960 |
| 6 wagons | 1,200 |
| Corn meal, fodder, carpenter and blacksmith tools, household and kitchen furniture, and other property | 5,000 |
| Total | 55,860 |

Also that claimant's decedent was the owner of 150 slaves during said period.

The case was brought to a hearing on the 17th day of April, 1906. F. S. Bright, esq., appeared for the claimant, and the Attorney-General, by George M. Anderson, esq., his assistant and under his direction, appeared for the protection of the interests of the United States.

The court, after considering the argument and briefs of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant herein, Florine A. Albright, is shown to be the only surviving child and heir of Sterling T. Austin, deceased.

II. The court has heretofore found on the evidence in this case that the claimant's decedent, said Sterling T. Austin, deceased, was not loyal to the Government of the United States throughout the war for the suppression of the rebellion.

III. There was taken from claimant's decedent during the year 1863, from his plantation in Lake Providence, Carroll Parish, La., during his absence therefrom, by the military forces of the United States, by proper authority, for the use of the Army, stores and supplies as above described which, at the time and place of taking, were reasonably worth the sum of fourteen thousand six hundred and forty dollars ($14,640), no part of which appears to have been paid.

IV. The claim in this case appears to have been presented to Congress along with a cotton claim filed by said Sterling T. Austin, deceased, in the year 1872, but the further prosecution thereof was at that time abandoned in order to facilitate the speedy determination of said cotton claim. This claim was never presented to any other Department of the Government, and nothing further was done toward its prosecution until its subsequent presentation to Congress and reference to this court under the act of March 3, 1887, as set forth in the statement of the case.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 31st day of May, A. D. 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 467.

# MARY E. BUCKEY.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF MARY E. BUCKEY AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 9579. Mary E. Buckey v. The United States.]

STATEMENT OF CASE.

By resolution of the United States Senate, adopted July 17, 1897, Senate bill No. 1911, Fifty-fifth Congress, was referred to this court for findings of fact, in accordance with the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act. Said bill reads as follows:

"A BILL for the relief of Mary E. Buckey, of Randolph County, West Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and is hereby, authorized and directed, out of any money in the Treasury not otherwise appropriated, to pay to Mary E. Buckey, of Beverly, West Virginia, the sum of one thousand nine hundred and sixty dollars, for the use of buildings as hospital at Beverly, West Virginia, and for hospital stores and supplies furnished, and for nursing of the sick and wounded of the Federal Army during the war of the rebellion."

The case was brought to a hearing on loyalty and merits on the 17th day of May, 1906.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by James A. Tanner, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in her petition alleges:

That she is a citizen of the United States, residing in Randolph County, W. Va.; that she resided in said county and State during the late civil war, said county being for a portion of said war, however, in the then State of Virginia; that between the spring of 1861 and the spring of 1865 petitioner nursed many sick and wounded Federal



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soldiers at her home; that said services were performed during said period for an aggregate of at least two years; that said services were reasonably worth the sum of $10 per week, making a total of $1,040; that during said war petitioner furnished hospital stores and supplies at Beverly, W. Va., for the use of the United States hospital at said place of the reasonable worth or value of at least $100; that the Federal military authorities took from petitioner at said place, for use of the Army, one horse, reasonably worth the sum of $100; that petitioner also furnished the Federal military authorities lumber for making coffins for Federal dead worth $20; total, $1,260.

The court, upon the evidence, and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the claimant was loyal to the Government of the United States throughout the war for the suppression of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, in the then State of Virginia, now West Virginia, Randolph County, took one horse and certain lumber, as described in the petition, the property of claimant, the reasonable value of which, at the time and place of taking, was the sum of one hundred and fifteen dollars ($115), for which no payment appears to have been made.

No allowance is made for meals voluntarily furnished sick soldiers by the claimant, nor for services voluntarily rendered thereto.

III. The claim was never presented to any Department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 468.

# THOMAS D. RUFFIN.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THOMAS D. RUFFIN AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11558. Thomas D. Ruffin v. The United States.]

STATEMENT OF CASE.

On April 26, 1904, by resolution of the United States Senate, the following bill, being Senate bill 3134, Fifty-eighth Congress, was referred to this court for findings of fact under the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act:

"A BILL for the relief of Thomas D. Ruffin.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to Thomas D. Ruffin, of Woodruff County, Arkansas, the sum of twelve thousand seven hundred and eighty dollars, in full compensation for stores and supplies and property taken for the use of and used by the Federal forces during the late civil war."

The case was brought to a hearing on loyalty and merits on the 17th day of May, 1906.

Moyers and Consaul appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The claimant in his petition makes the following allegations:

That he is a citizen of the United States and now a resident of the county of Lauderdale, State of Tennessee; that during the late civil war petitioner was a citizen of

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the United States, residing in the county of Fayette, State of Tennessee; that during said war the United States military forces, under proper authority, took from petitioner and converted to the use of the United States army quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

| | |
|---|---|
| Taken about April 11, 1864, by command of General Sturgis: | |
| 400 bushels of corn, at $1 per bushel | $400 |
| 21 tons of fodder, at $20 per ton | 420 |
| 2,000 rails, at $3 per 100 | 60 |
| 8 horses, at $250 each | 2,000 |
| 3,000 pounds of meat, at 10 cents per pound | 300 |
| 800 pounds of fresh pork, at 10 cents per pound | 80 |
| 1 buggy and harness used as ambulance | 225 |
| 25 suits flannel underwear, at $5 per suit | 125 |
| 48 pairs boots and shoes, at $8 per pair | 384 |
| 1 barrel of sugar | 50 |
| 1 sack coffee | 30 |
| Taken about October or November, 1864, by troops under command of Captain Moore, between Raleigh and Memphis, Tenn., and used as breastworks: | |
| 18 bales of cotton (9,000 pounds) | 9,000 |
| | 13,074 |

The court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the claimant was loyal to the Government of the United States throughout the war of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, for the use of the army, took property of the kind and character described above, situated in Fayette County, State of Tennessee, and belonging to the claimant, which at the time and place of taking was reasonably worth the sum of fourteen hundred dollars ($1,400), for which no payment appears to have been made. No allowance is made for cotton.

III. The claim was never presented to any department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH.
*Assistant Clerk Court of Claims*

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 469.

# SURVIVING EXECUTORS OF ESTATE OF JOHN G. HOLLOWAY.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF E. S. HOLLOWAY AND W. S. HOLLOWAY, SURVIVING EXECUTORS OF JOHN G. HOLLOWAY, DECEASED, AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

HON. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11468. E. S. Holloway and W. S. Holloway, surviving executors of the estate of John G. Holloway, deceased, v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the court in April, 1904, by resolution of the United States Senate, under act of March 3, 1887, known as the Tucker Act:

"A BILL for the relief of John G. Holloway, deceased, and others.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to adjust and settle the claims of the estate of John G. Holloway, deceased, formerly of Henderson County, Kentucky, and of the tenants holding under him and otherwise involved in leases executed to the State of Ohio and growing out of the use and occupation of property adjacent to Columbus, Ohio, which was used and occupied by the United States as Camp Chase, and a sufficient sum to pay any amount found due to the parties entitled thereto is hereby appropriated out of any money in the Treasury not otherwise appropriated."

The claimants appeared in court and filed their petition on the 22d day of November, 1904, in which they make, in substance, the following allegations:

1. That they are the surviving executors of the estate of John G. Holloway, deceased, late a citizen of the county of Henderson, State of Kentucky, who departed this life on the 17th day of January, 1870.

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2. That prior to the commencement of the late war for the suppression of the rebellion said decedent owned a tract of land situated in the county of Franklin, Ohio, near the city of Columbus; which said tract of land was, by duly executed indenture, leased by the State of Ohio for one year, to wit, from March 1, 1861, to March 1, 1862, and there was established and maintained thereon a military camp known as Camp Chase; that said lease provided, among other things, for payment to the said decedent of the sum of $4 per acre for rental thereof until the said 1st day of March, 1862, and in addition thereto for the payment to him of any and all damages which might accrue to said property, as the same might be assessed by certain referees therein named, and, further, that if said premises were retained by said State after the 1st day of March, 1862, a reasonable rent should be paid therefor.

3. Petitioners further represent that under and by virtue of the terms of said lease said decedent was paid all rents and damages and fully settled with by the State of Ohio from the period from March 1, 1861, to March 1, 1862.

4. Petitioners further represent that on March 1, 1862, the Federal authorities assumed control of the authorities described in said lease, and other and adjoining property belonging to the deceased, and from that time on until sometime in the year 1866, exercised absolute and complete control thereof; that no lease was executed between the United States and the said decedent, but the United States assumed and acted under the lease hereinbefore referred to, between the State of Ohio and the said decedent, and full settlement was made thereunder with the said decedent, except as hereinafter set forth.

5. Petitioners further represent that in various settlements under said lease, as made by and between the United States and said decedent, full settlement was made for all items of claim and demand accruing out of said lease between the State of Ohio and the said decedent, and the assumption thereof by the United States, for and on account of items of rent.

6. Petitioners further represent that their claim as executors of the estate of the said decedent for rent and for stores and supplies taken for the use of the Army of the United States, during the period covered by the tenancy of the United States under said lease, was heretofore referred to this court under the provisions of the act of Congress approved March 3, 1883, commonly called the Bowman Act, and was known and designated as William J. Marshall, et al., executors, *v.* The United States, No. 355 Congressional, and that, after hearing, a finding of fact was made, of date April 21, 1890, and the sum of $2,520 found to be due said claimants on account of standing timber cut and used for fuel, etc., for which an appropriation has been made and the said amount paid; that the said findings of fact also show that "The claimant has been paid the full rental value of the land so occupied;" and further that the sixth of said findings is as follows: All of the other claims in the case (except that for rent which has been paid) are for damage or destruction to the property of the intestate by the Army during the war for the suppression of the rebellion, of which this court has no jurisdiction."

7. Petitioners further represent that among the items so summarily disposed of by the court for want of jurisdiction was the value of 54,144 rails used by the Army of the United States as fuel, and the sum of $802.75 awarded to the decedent for the destruction of his growing crops by the referees appointed for that purpose under the terms of said lease, which said award was under instructions from the Secretary of War, and was duly approved by Captain Burr, A. Q. M., and the governor of the State of Ohio.

Claimants' decedent has heretofore been found loyal by the court under the reference of the case under the Bowman act.

This case was brought to a hearing on the 17th day of May, 1906. Pennebaker and Jones appeared for the claimants, and the Attorney-General, by P. M. Ashford, his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence, and after considering the briefs and arguments of the counsel on both sides, makes the following

FINDING OF FACTS.

I. The claimants herein are the surviving executors of the last will and testament of John G. Holloway, deceased, late a citizen of the county of Henderson, State of Kentucky, who departed this life on the 17th day of January, 1870.

II. The decedent in his lifetime and in the year 1861 entered into a lease with the governor of the State of Ohio, by the terms of which it was provided that therein-described premises belonging to the said decedent should be used by the State of Ohio as a military camp of rendezvous; that the said State of Ohio should be responsible to the said decedent for any and all damages resulting to the said

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property from its occupation by the State as aforesaid, and that the amount of such damage should be assessed by a board of referees therein named, that if the State should continue in the occupation thereof for a period beyond the term provided in said lease, to wit, for one year, a reasonable rental should be paid.

III. On March 1, 1862, the United States Government took possession of the premises, so leased to the State of Ohio, under the terms and conditions of said lease, and occupied and used the same as a military camp of rendezvous, until after the close of the war, to wit, in the year 1866, and for all of said period paid the decedent a reasonable and proper rental therefor.

IV. Subsequently, to wit, on the 29th day of December, 1863, the said board of referees, as provided for by the terms of said lease, assessed the damages which had accrued to the property so leased during the year 1862, at $802.75 (eight hundred and two dollars and seventy-five cents), which said award was, under the instructions of the Secretary of War, referred to Raymond Burr, A. Q. M., and to the governor of the State of Ohio, and was by them duly approved.

V. The said tract of land, so leased and occupied by the United States Government, amounted in the aggregate to 462½ acres, all of which was surrounded by a good substantial rail fence with certain cross fences dividing the same into fields. All the fencing thereon was taken and used as firewood by the United States troops. The fair and reasonable value of which was at the time and place the sum of $1,299.25, making with the damages so assessed the sum of two thousand one hundred and two dollars ($2,102) for which no payment appears to have been made.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 470.

# JOHN B. JARRATT, ADMINISTRATOR.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JOHN B. JARRATT, ADMINISTRATOR OF SARAH T. JARRATT, DECEASED, AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11519. John B. Jarratt, administrator of Sarah T. Jarratt, *v.* The United States.]

STATEMENT OF THE CASE.

The following bill was referred to the court on the 26th day of April, 1904, by resolution of the United States Senate under an act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of the estate of Mrs. Sarah T. Jarratt or her legal representatives.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of Mrs. Sarah T. Jarratt or her legal representatives, of Marshall County, State of Mississippi, being for supplies and stores taken from her by the military forces of the United States for their use in said county during the war for the suppression of the rebellion, three thousand one hundred and eighty-six dollars, the same being in full for and the receipt of the same to be taken and accepted in the case as a full and final discharge of said claim."

The claimant appeared and filed his petition in this court June 14, 1904, in which he makes the following allegations:

That on the estate of Sarah T. Jarratt, deceased, during the war for the suppression of the rebellion the military forces of the United States took from the estate of his mother, said Sarah T. Jarratt, who was a citizen of the United States residing in

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Marshall County, Miss., supplies and stores for the use of the Army in December, 1862, as follows, viz:

| | |
|---|---|
| 800 bushels corn, at $1 per bushel | $800.00 |
| 200 bushels peas, at $1 per bushel | 200.00 |
| 4,000 bundles fodder, at $1 per 100 | 40.00 |
| 2,000 pounds bacon, at 12½ cents per pound | 250.00 |
| 36 head sheep, at $3 per head | 108.00 |
| 38 fattening hogs, at 5,700 pounds, at 8 cents per pound | 456.00 |
| 11 head cattle, at $10 per head | 110.00 |
| 46 turkeys, at 75 cents | 34.50 |
| 26 geese, at 75 cents | 19.00 |
| 150 head of chickens, at 25 cents | 37.50 |
| 2 hogsheads sugar, 2,400 pounds, at 12½ cents per pound | 300.00 |
| 4 barrels Louisiana molasses, 40–160 gallons, at 50 cents | 80.00 |
| 24 guineas, at 25 cents | 6.00 |
| 1 bay mare | 200.00 |
| 1 mouse-colored mule | 150.00 |
| 2 bales cotton, at 500 pounds each, at $1 | 1,000.00 |
| 20 bee gums, $1 per gum | 20.00 |
| Total | 3,811.00 |

That the said Sarah T. Jarratt was loyal to the Government of the United States and never gave any aid or comfort to the rebellion. That your petitioner believes that the estate of the decedent is entitled to have and recover of the United States the amount of the claim as set forth; that no part of the claim has ever been paid.

The case was brought to a hearing on loyalty and merits on the 21st day of May, 1906.

Mr. P. E. Dye, appeared for the claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT:

I. It appears from the evidence that the claimant's decedent was loyal to the Government of the United States during the late war of the rebellion.

II. There was taken from the claimant's decedent, in the county of Marshall, State of Mississippi, during the war for the suppression of the rebellion, by the military forces of the United States, by proper authority, for the use of the Army, stores and supplies of the kind and character above described, which were then and there reasonably worth the sum of one thousand three hundred and eighty-nine dollars ($1,389), for which no payment appears to have been made.

III. The claim was not presented to any Department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 28, 1906.
A true copy.
Test this 1st day of June, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 471.

# HARDY A. BREWINGTON, ADMINISTRATOR.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF HARDY A. BREWINGTON, ADMINISTRATOR OF RAIFORD BREWINGTON, DECEASED, AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11397. Hardy A. Brewington, administrator of estate of Raiford Brewington, deceased, *v.* The United States.]

STATEMENT OF CASE.

Senate bill 4292, reading as follows, was introduced on February 10, 1904, and was referred to this court on April 28, 1904, by resolution of the Senate, for findings of fact under the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

"A BILL for the relief of the estate of Rayford Brewington, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the estate of Rayford Brewington, deceased, late of Sampson County, North Carolina, the sum of two thousand four hundred and three dollars, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late war of the rebellion."

The case was brought to a hearing on loyalty and merits on the 8th day of May, 1906.

Moyers & Consaul appeared for claimant, and the Attorney-General, by Charles F. Kincheloe, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

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The claimant in his petition makes the following allegations:

That he is a citizen of the United States and a resident of the county of Sampson, State of North Carolina; that he is the duly appointed, qualified, and acting administrator of the estate of Raiford Brewington, deceased, late of said county and State; that during the late civil war said decedent was a free man of color, residing in said county and State; that during said war, to wit, about March 15, 1865, the United States military forces, acting under proper authority, took from said decedent and converted to the use of the United States Army quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

| | |
|---|---|
| 140 bushels of corn, at $1.80 per bushel | $252 |
| 20 cords fencing, at $3 per cord | 60 |
| 2,000 pounds bacon, at 25 cents per pound | 500 |
| 1 horse | 150 |
| 1½ tons corn-blade fodder, at $20 per ton | 30 |
| Total | 992 |

That said decedent being an uneducated colored man was ignorant of his right to present a claim for compensation for said property to the Southern Claims Commission; that upon becoming advised of the right to present this claim the representatives of said decedent prayed Congress for relief in the premises.

The court upon the evidence and after considering the briefs and arguments of counsel on both sides makes the following

FINDINGS OF FACT.

I. Claimant's decedent, Raiford Brewington, was a free colored man, residing during the late civil war in Sampson County, N. C., and throughout said war he remained loyal to the United States Government.

II. During said war the United States military forces, under proper authority, took from claimant's decedent, in Sampson County, N. C., for the use of the Army, quartermaster stores and commissary supplies of the kinds described in the petition, which at the time and place of taking were reasonably worth the sum of five hundred and thirty dollars ($530). No payment appears to have been made for said property or any part thereof.

III. It appears from the evidence that claimant's decedent was a colored man, who was ignorant of his right to present a claim to the Claims Commission established by the act approved March 3, 1871, during the two years allowed by law for filing of claims before said Commission. There was no other opportunity for presentation of this claim save by petition to Congress. These facts are reported as bearing upon the question whether there has been delay or laches in the presentation of said claim.

By THE COURT.

Filed May 14, 1906.
A true copy:
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 472.

# HENRY PEPPER AND ELIZABETH H. CLEVELAND.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF HENRY PEPPER AND ELIZABETH H. CLEVELAND, HEIRS OF WILLIAM PEPPER, DECEASED, AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11878. Henry Pepper and Elizabeth H. Cleveland, heirs of William Pepper, deceased, *v.* The United States.]

STATEMENT OF CASE.

On January 21, 1905, Senate bill 6791, in the Fifty-eighth Congress, was introduced for relief of heirs of William Pepper, said bill reading as follows:

"A BILL for the relief of the heirs of William Pepper, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the heirs of William Pepper, deceased, late of Bedford County, Tennessee, the sum of eight thousand five hundred and thirty dollars, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late civil war."

Said bill was referred to this court by resolution of the United States Senate on March 3, 1905, for findings of fact under the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing upon loyalty and merits on the 17th day of May, 1906.

Moyers & Consaul appeared for claimants, and the Attorney-General, by F. DeC. Faust, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

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The claimants in their petition make the following allegations:

That they are citizens of the United States and residents of the county of Bedford, State of Tennessee; that they are the children of William Pepper, deceased, late of said county and State; that the wife of said William Pepper died prior to 1862; that said William Pepper died in February, 1862, leaving surviving him petitioners Henry Pepper and Mrs. Elizabeth H. Cleveland (née Pepper), and another daughter, Mary Ann Webster (née Pepper); that during the late civil war the United States military forces, under proper authority, took from petitioners and their said sister, Mrs. Webster, quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

Taken from petitioners' farm, near Wartrace, Bedford County, Tenn., in spring, summer, and fall of 1862, and about January, 1863, by troops under command of Colonel Hambright, Seventy-ninth Pennsylvania Infantry; Col. Greene Clay Smith, Fourth Kentucky Infantry, and Colonel Bayles, Fourth Kentucky Cavalry, when stationed in and about Wartrace, Tenn.:

| | |
|---|---|
| 1,700 bushels of corn, at 75 cents per bushel | $1,275 |
| 20 tons of fodder, at $20 per ton | 400 |
| 8 mules, at $150 eachc | 1,200 |
| 1 horse | 150 |
| 6,000 pounds cured bacon, at 15 cents per pound | 900 |
| 11,569 feet of lumber, at $15 per M | 173 |
| 64 cords of wood, at $3 per cord | 192 |
| Total | 4,290 |

That said William Pepper died intestate; that petitioners and their said sister were at the time of the taking of said property the owners thereof; that petitioners' said sister, Mary Ann Webster, died intestate and without children nor descendants of children surviving her, and died after the death of John G. Webster, her husband; that petitioners are the only heirs and representatives of said Mary Ann Webster.

That Congress was prayed for relief in the premises and the bills for relief of petitioners were introduced in the Fifty-sixth, Fifty-seventh, and Fifty-eighth Congresses.

The court upon the evidence and after considering the briefs and arguments of counsel upon both sides makes the following

FINDINGS OF FACT.

I. In February, 1862, William Pepper, of Bedford County, died intestate, leaving surviving him as his only heirs three children, as follows: Mary Ann Pepper (later Mrs. Webster), born March, 1848; Henry Pepper, born July, 1849, and Elizabeth H. Pepper (now Mrs. Cleveland), born February, 1851. Said three children remained loyal to the United States Government throughout the late civil war, their loyalty resting upon their tender ages during said war.

II. Said three children above named, Mary Ann Pepper (afterwards Mrs. Webster), Henry Pepper, and Elizabeth H. Pepper (now Mrs. Cleveland), were the heirs and representatives of said William Pepper, the wife of said William Pepper having died previous to his death. About 1901 said Mary Ann Webster died intestate, leaving no children nor descendants of children surviving her. Her husband died prior to her death. By reason of these facts the present claimants, Henry Pepper and Mrs. Elizabeth H. Cleveland, are now the only heirs and representatives of their father, William Pepper, and of their said sister, Mrs. Mary Ann Webster.

III. During the late civil war the United States military forces, acting under proper authority, took from said children and heirs of William Pepper, in the county of Bedford, State of Tennessee, quartermaster stores and commissary supplies, for which no payment appears to have been made, of the kinds and character described in the petition, which at the time and place of taking were reasonably worth the sum of one thousand eight hundred and seventy-five dollars ($1,875), for which no payment appears to have been made.

IV. The claim was never presented to any department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 473.

# ST. GEORGE EPISCOPAL CHURCH, PUNGOTEAGUE, VA.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE ST. GEORGE PROTESTANT EPISCOPAL CHURCH, OF PUNGOTEAGUE, VA., AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11070. St. George Protestant Episcopal Church of Pungoteague, Va., v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the Court of Claims on the 31st of March, 1903, by resolution of the United States Senate under the act of Congress approved March 8, 1887, known as the Tucker Act.

"A BILL for the relief of Saint George's Episcopal Church of Pungoteague, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the trustees of Saint George's Episcopal Church, of Pungoteague, Virginia, five thousand dollars, the same being in full for, and the receipt of the same to be taken and accepted in full and final discharge of, its claim for the occupancy of and damage to the church building by the military forces of the United States during the late war between the States, and for which no payment has been made."

The case was brought to a hearing on its merits on the 7th day of May, 1906. George A. and William B. King, esqs., appeared for the claimant, and the Attorney-General, by W. W. Scott, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

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The claimant in its petition makes the following allegations:

That St. George Protestant Episcopal Church, of Pungoteague, Va., is an ecclesiastical corporation existing under the laws of the State of Virginia, and that during the war of the rebellion the said corporation as such did not give any aid or comfort to the said rebellion, but was throughout that war loyal to the Government of the United States.

That in November, 1861, the St. George Protestant Episcopal Church, of Pungoteague, Accomac County, Va., which was owned by and was the property of the claimant, was occupied by troops under the command of Brig. Gen. Henry H. Lockwood, U. S. Army, to wit, a company of infantry under command of Major Anderson, and Company A, Purcell's Legion, Maryland Cavalry, under command of Captain Duvall.

That said church was occupied by the United States troops until the close of the war, and that while so occupied by the military forces of the United States all the interior fittings of the church and a part of the walls were removed and used for the benefit of the United States.

That the value of the occupation of said church building by the troops and the amount of damage to the building amounted to $5,000.

The court, upon the evidence, and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the St. George Episcopal Church, of Pungoteague, Va., as a church was loyal to the Government of the United States throughout the war of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of and used and occupied for military purposes the church building of the St. George Episcopal Church, of Pungoteague, Va. During said occupancy the interior fittings and the walls of the church were removed and the material therein used for the Army, the reasonable value of the occupation of the said church building and the amount of the damage thereto being the sum of two thousand eight hundred dollars ($2,800), for which no payment appears to have been made.

BY THE COURT.

Filed May 14, 1906.
A true copy.
Test this 31st day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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# TRUSTEES OF THE PRESBYTERIAN CHURCH, WARRENTON, VA.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF THE PRESBYTERIAN CHURCH OF WARRENTON, VA., AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 1, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate, under the Act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11676. Trustees of the Presbyterian Church of Warrenton Va., v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the court April 27, 1904, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act.

"A BILL for the relief of the Presbyterian Church at Warrenton, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, directed and authorized, out of any money not otherwise appropriated, to pay to the treasurer of the Presbyterian Church at Warrenton, Virginia, the sum of one thousand two hundred dollars, for the use and occupation and damage done said church building by the United States troops during the late war, the said sum of one thousand two hundred dollars being the amount fixed by the officer who assessed the damages."

The trustees of the Presbyterian Church of Warrenton, Va., appeared and filed their petition in this court February 12, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about April, 1862, the military forces of the United States, by proper authority, and under



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command of General Blenker, took possession of the church building of the Presbyterian Church at Warrenton, Va., and used the same for military purposes, and that said building was used by various commands of the United States Army at various times from said date until the close of the war. That by reason of such occupancy repairs were necessary, and the cost to restore the building to the condition in which it was at the time the said military forces first took possession, was the sum of $1,200, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 14th day of May, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the Presbyterian Church of Warrenton, Va., as a church, was loyal to the Government of the United States throughout the war of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, by proper authority, took possession of the church building of the Presbyterian Church of Warrenton, Va., and used and occupied the same for military purposes. The reasonable rental value of said building during the period of said occupancy, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of eight hundred and ninety dollars ($890.00), for which no payment appears to have been made.

BY THE COURT.

Filed May 28, 1906.
A true copy.
Test this 1st day of June, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 475.

# TRUSTEES OF FAIRFAX LODGE, NO. 43, A. F. AND A. M., OF CULPEPER, VA.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE TRUSTEES OF FAIRFAX LODGE, NO. 43, A. F. AND A. M., OF CULPEPER, VA., AGAINST THE UNITED STATES.**

JUNE 2, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, May 31, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11783. Trustees, Fairfax Lodge No. 43, A. F. and A. M., of Culpeper, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court February 28, 1905, by resolution of the United States Senate, under act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of Fairfax Lodge, Numbered Forty-three, Ancient Free and Accepted Masons, of Culpeper, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to Fairfax Lodge, Numbered Forty-three, Ancient Free and Accepted Masons, of Culpeper, Virginia, the sum of one thousand one hundred and sixty-nine dollars, for use of and damage to lodge building by the military forces of the United States during the late civil war."

The trustees of Fairfax Lodge, No. 43, A. F. and A. M., of Culpeper, Va., appeared and filed their petition in this court March 22, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about the summer of 1862, the military forces of the United States, by proper authority, took

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possession of the lodge building of Fairfax Lodge, No. 43, A. F. and A. M., of Culpeper, Va., and used and occupied the same at various times for military purposes until the close of the war. That by reason of such occupancy repairs were necessary, and the cost to restore the building to the condition in which it was at the time the said military forces took possession of the same was the sum of $1,169, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 14th day of May, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by W. W. Scott, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that Fairfax Lodge, No. 43, A. F. and A. M., of Culpeper, Va., as such, was loyal to the Government of the United States throughout the war of the rebellion.

II. During the war for the suppression of the rebellion, the military forces of the United States, by proper authority, took possession of the lodge building of Fairfax Lodge, No. 43, A. F. and A. M., of Culpeper, Va., and used and occupied the said building for military purposes. The reasonable rental value of said lodge building during the period it was so occupied, including the repairs necessary to restore the building to the condition in which it was at the time the said military forces took possession, was the sum of seven hundred dollars ($700.00), for which no payment appears to have been made.

III. The claim was never presented to any Department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 21, 1906.
A true copy.
Test this 29th day of May, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 476.

# RAILWAY RATE BILL.

JUNE 2, 1906.—Ordered to be printed.

Mr. TILLMAN presented the following

## CONFERENCE REPORT.

[To accompany H. R. 12987].

The committee of conference on the disagreeing votes of the two Houses on the amendments of the Senate to the bill (H. R. 12987) to amend an act entitled "An act to regulate commerce," approved February 4, 1887, and all acts amendatory thereof, and to enlarge the powers of the Interstate Commerce Commission, having met, after full and free conference have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its amendments numbered 1, 7, 39, 45, 49, and 50.

That the House recede from its disagreement to the amendments of the Senate numbered 3, 8, 9, 10, 12, 13, 15, 16, 17, 19, 20, 21, 22, 23, 25, 26, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, and 46; and agree to the same.

Amendment numbered 2:

That the House recede from its disagreement to the amendment of the Senate numbered 2, and agree to the same with an amendment as follows:

In line 3 strike out "sleeping-car companies" and insert *all persons or corporations engaged in the transportation of oil by pipe lines, or partly by pipe line and partly by railroad, or partly by pipe line and partly by water;* and the Senate agree to the same.

Amendment numbered 4:

That the House recede from its disagreement to the amendment of the Senate numbered 4, and agree to the same with an amendment as follows:

Strike out all of said amendment and insert: *No carrier subject to the provisions of this Act shall, after January first, nineteen hundred and seven, directly or indirectly, issue or give any interstate free ticket, free pass or free transportation for passage. Any carrier violating this*

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*provision shall be deemed guilty of a misdemeanor, and shall, upon conviction thereof be punished by a fine of not exceeding one thousand dollars; and any person who uses, solicits or accepts for himself or for another any such interstate free ticket, free pass or free transportation, shall be deemed guilty of a misdemeanor, and upon conviction thereof be subject to a like penalty*; and the Senate agree to the same.

Amendment numbered 5:

That the House recede from its disagreement to the amendment of the Senate numbered 5, and agree to the same with an amendment as follows:

In line 3 strike out "district of the United States" and insert *the District of Columbia.*

In line 4 strike out "district of the United States" and insert *the District of Columbia.*

In lines 5 and 6 strike out "other than timber and the manufactured products thereof".

And the Senate agree to the same.

Amendment numbered 6:

That the House recede from its disagreement to the amendment of the Senate numbered 6, and agree to the same with an amendment as follows:

In line 2 strike out "shall promptly".

In line 2, after "of", insert *any lateral, branch line of railroad, or of.*

In line 3, after "transportation,", insert *shall.*

In line 5, after "any", insert *such lateral, branch line of railroad, or.*

And the Senate agree to the same.

Amendment numbered 11:

That the House recede from its disagreement to the amendment of the Senate numbered 11, and agree to the same with an amendment as follows:

In line 6, after "established.", insert *If no joint rate over the through route has been established, the several carriers in such through route shall file, print and keep open to public inspection as aforesaid, the separately established rates, fares and charges applied to the through transportation*; and the Senate agree to the same.

Amendment numbered 14:

That the House recede from its disagreement to the amendment of the Senate numbered 14, and agree to the same with an amendment, as follows:

In line 1 strike out "special"; and the Senate agree to the same.

Amendment numbered 18:

That the House recede from its disagreement to the amendment of the Senate numbered 18, and agree to the same with an amendment, as follows:

In line 3 strike out "section one of"; and the Senate agree to the same.

Amendment numbered 24:

That the House recede from its disagreement to the amendment of

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the Senate numbered 24, and agree to the same with an amendment as follows:

In line 15, page 6, of the blue print, after "traffic," insert , *transportation, or facilities*; and the Senate agree to the same.

Amendment numbered 27:

That the House recede from its disagreement to the amendment of the Senate numbered 27, and agree to the same with an amendment as follows:

In line 3 strike out "the first section of".

In line 6 strike out "section" and insert *Act.*

And the Senate agree to the same.

Amendment numbered 28:

That the House recede from its disagreement to the amendment of the Senate numbered 28, and agree to the same with an amendment as follows:

In line 2 strike out "representation" and insert *demand.*

In line 3 strike out "of the need therefor".

And the Senate agree to the same.

Amendment numbered 29:

That the House recede from its disagreement to the amendment of the Senate numbered 29, and agree to the same with an amendment as follows:

In line 35 strike out "knowingly and willfully,".

In line 77 strike out "district of the United States" and insert *the District of Columbia.*

In line 78 strike out "district of the United States" and insert *the District of Columbia.*

In line 79 strike out "knowingly and willfully".

In line 93 strike out "knowingly and willfully".

In lines 104, 105, 106, and 107 strike out ": *Provided*, That the foregoing penalties shall not apply to rebates or considerations received prior to the passage and approval of this act".

And the Senate agree to the same.

Amendments numbered 30 and 31:

That the House recede from its disagreement to the amendments of the Senate numbered 30 and 31, and agree to the same with an amendment as follows:

In line 16, page 10, of the blue print, after "rates," strike out the comma and insert *or transportation.*

In line 23, page 10, of the blue print, after "such," insert *rates or.*

And the Senate agree to the same.

Amendment numbered 37:

That the House recede from its disagreement to the amendment of the Senate numbered 37, and agree to the same with an amendment as follows:

In line 2 strike out "accrued claims" and insert *claims accrued prior to the passage of this Act;* and the Senate agree to the same.

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Amendment numbered 47:

That the House recede from its disagreement to the amendment of the Senate numbered 47, and agree to the same with an amendment as follows:

In line 4, after "the", insert *lawful.*

In line 18 strike out "through whose negligence" and insert *on whose line.*

In line 21, after "property", insert , *as may be evidenced by any receipt, judgment, or transcript thereof.*

And the Senate agree to the same.

Amendment numbered 48: That the Senate recede from its amendment numbered 48, and agree to the same with an amendment as follows:

Restore the matter stricken out; and in line 3, page 26, of the blueprint, after "party.", insert *Said Commission shall appoint a Secretary, who shall receive five thousand dollars compensation annually, and an Assistant Secretary, who shall receive four thousand dollars compensation annually.*; and the House agree to the same.

Amendment numbered 51: That the Senate recede from its amendment numbered 51, and agree to the same with an amendment as follows:

Restore the matter stricken out; and in line 15, page 26, of the blueprint, after "force", insert *sixty days*; and the House agree to the same.

B. R. TILLMAN,
S. B. ELKINS,
S. M. CULLOM,
*Managers on the part of the Senate.*
W. P. HEPBURN,
J. S. SHERMAN,
WILLIAM RICHARDSON,
*Managers on the part of the House.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 477.

# PROTEST AGAINST ANTIPASS AMENDMENT TO RAILROAD RATE BILL.

The VICE-PRESIDENT presented the following

## MEMORIAL OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN, ORDER OF RAILWAY CONDUCTORS, AND BROTHERHOOD OF RAILROAD TRAINMEN REMONSTRATING AGAINST THE PASSAGE OF THE ANTIPASS AMENDMENT TO THE RAILROAD RATE BILL.

JUNE 5, 1906.—Ordered to be printed.

WASHINGTON, D. C., *June 4, 1906.*

SIR: I am authorized on behalf of the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen, representing in all 230,000 railroad employees of the United States, to respectfully protest against the adoption of that part of the report of the committee of conference on the railroad rate bill, H. R. 12987, which prevents the issuance by common carriers of passes to railroad employees and their families.

In view of the absolute necessity to at times deadhead men over various parts of the road, the passage of such a law would greatly impede the operation of a railroad, to say nothing of the extra expense, inconvenience, and hardship it would impose upon the employees.

There are many cases where the runs of train and engine men terminate at other than their home stations; this is especially true as regards local, way-freight, and work-train runs; and it is now the practice of many roads to issue free transportation to these men in order that they may spend their nights and Sundays at home. The passage of the provision in question would require these men to spend their nights and Sundays away from home, for the reason that they could not afford to pay transportation back and forth.

It is also a fact that a very large number of the shop and office forces of many railroads whose headquarters are in the large cities of necessity live in suburban towns along the road, and they are given free transportation back and forth to their work.

It is also true that a large number of crippled employees are receiving passes under agreements with the roads as a condition of their settlement, and for Congress to now declare these contracts void would not only be a lack of humane consideration for these men, many of whom

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have been distressingly injured in what is regarded as a public service, but it would also be legally wrong.

As to the families of employees. The contractual relations now existing betweeen many roads and their men provide in certain cases for transportation for employees, their families, and household goods. This is regarded as a consideration, or a part of the compensation for the services performed.

The passage of this provision would in some cases prevent the wife or family of an injured employee from reaching his bedside because of their lack of means of transportation.

That Congress will pass such a law, after knowing its effect, we can not believe.

Respectfully submitted.

H. R. FULLER,
*Legislative Representative.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate, Washington, D. C.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 478.

# STATEHOOD BILL.

Mr. DILLINGHAM presented the following

## CONFERENCE REPORT ON THE STATEHOOD BILL, TO ACCOMPANY H. R. 12707.

JUNE 5, 1906.—Ordered to be printed.

The committee of conference on the disagreeing votes of the two Houses on the amendments of the Senate to the bill (H. R. 12707) "to enable the people of Oklahoma and of the Indian Territory to form a constitution and State government and be admitted into the Union on an equal footing with the original States; and to enable the people of New Mexico and of Arizona to form a constitution and State government and be admitted into the Union on an equal footing with the original States, having met, after full and free conference have agreed to recommend, and do recommend, to their respective Houses as follows:

That the Senate recede from its amendments numbered 37 and 38.

That the House recede from its disagreement to the amendments of the Senate numbered 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 39, and agree to the same.

That the House recede from its disagreement to the amendments of the Senate numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, inclusive, and agree to the same, with an amendment as follows: In lieu of the amended section insert the following:

*Sec. 2. That all male persons over the age of twenty-one years who are citizens of the United States, or who are members of any Indian nation or tribe in said Indian Territory and Oklahoma, and who have resided within the limits of said proposed State for at least six months next preceding the election, are hereby authorized to vote for and choose delegates to form a constitutional convention for said proposed State, and all persons qualified to vote for said delegates shall be eligible to serve as delegates; and the delegates to form such convention shall be one hundred and eleven in number, fifty-five of whom shall be elected by the people of the Territory of Oklahoma and fifty-five by the people of Indian Territory, and one shall be elected by the electors residing in the Osage Indian Reservation in the Territory of Oklahoma; and the governor, the chief justice, and the secretary of the Territory of Oklahoma shall apportion the Territory of Oklahoma into fifty-five districts, as nearly equal in population as may be,*

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*which apportionment shall not include the Osage Indian Reservation, but said Osage Indian Reservation shall constitute one election district, and the governor, the chief justice, and the secretary of the Territory of Oklahoma shall appoint an election commissioner who shall establish voting precincts in said Osage Indian Reservation, and shall appoint the judges for election in said Osage Reservation; and the commissioner to the Five Civilized Tribes, and two judges of the United States courts for the Indian Territory, to be designated by the President, shall constitute a board, which shall apportion the said Indian Territory into fifty-five districts, as nearly equal in population as may be, and one delegate shall be elected from each of said districts; and the governor of said Oklahoma Territory, together with the judge senior in service of the United States courts in Indian Territory, shall, by proclamation in which such apportionment shall be fully specified and announced, order an election of the delegates aforesaid in said proposed State at a time designated by them within six months after the approval of this Act, which proclamation shall be issued at least sixty days prior to the time of holding said election of delegates. The election for delegates in the Territory of Oklahoma and in said Indian Territory shall be conducted, the returns made, the result ascertained, and the certificates of all persons elected to such convention issued in the same manner as is prescribed by the laws of the Territory of Oklahoma regulating elections for Delegates to Congress. That the election laws of the Territory of Oklahoma now in force, as far as applicable and not in conflict with this Act, including the penal laws of said Territory of Oklahoma relating to elections and illegal voting, are hereby extended to and put in force in said Indian Territory until the legislature of said proposed State shall otherwise provide, and until all persons offending against said laws in the election aforesaid shall have been dealt with in the manner therein provided. And the United States courts of said Indian Territory shall have the same power to enforce the laws of the Territory of Oklahoma, hereby extended to and put in force in said Territory, as have the courts of the Territory of Oklahoma: Provided, however, That said board to apportion districts in Indian Territory shall, for the purpose of said election, appoint an election commissioner for each district who shall distribute all ballots and election supplies to the several precincts in his district, receive the election returns from the judges in precincts, and deliver the same to the canvassing board therein named, establish and define the necessary election precincts, and appoint three judges of election for each precinct, not more than two of whom shall be of the same political party, which judges may appoint the necessary clerk or clerks; that said judges of election, so appointed, shall supervise the election in their respective precincts, and canvass and make due return of the vote cast, to the election commissioner for said district, who shall deliver said returns, poll books, and ballots to said board, which shall constitute the ultimate and final canvassing board of said election, and they shall issue certificates of election to all persons elected to such convention from the various districts of the Indian Territory, and their certificates of election shall be prima facie evidence as to the election of delegates: Provided further, That in said Indian Territory and Osage Indian Reservation, nominations for delegate to said constitutional convention may be made by convention by the Republican, Democratic, and People's Party, or by petition in the manner provided by the laws of the Territory of Oklahoma; and certificates and petitions of nomination in said Indian Territory*

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*shall be filed with the districting and canvassing board, who shall perform the duties of election commissioner under said laws, and shall prepare, print, and distribute all ballots, poll books, and election supplies necessary for the holding of said election under said laws. The capital of said State shall temporarily be at the city of Guthrie, in the present Territory of Oklahoma, and shall not be changed therefrom previous to anno Domini nineteen hundred and thirteen, but said capital shall, after said year, be located by the electors of said State at an election to be provided for by the legislature: Provided, however, That the legislature of said State, except as shall be necessary for the convenient transaction of the public business of said State at said capital, shall not appropriate any public moneys of the State for the erection of buildings for capitol purposes during such period.*

And the Senate agree to the same.

Amendment numbered 17:

That the House recede from its disagreement to the amendment of the Senate numbered 17, and agree to the same with an amendment as follows: Strike out "or in which the United States maintained laws prohibiting the traffic in intoxicating liquors;" and the Senate agree to the same.

Amendment numbered 27:

That the House recede from its disagreement to the amendment of the Senate numbered 27, and agree to the same with an amendment as follows: Strike out all of said amendment and insert:

*Where any part of the lands granted by this Act to the State of Oklahoma are valuable for minerals, which term shall also include gas and oil, such lands shall not be sold by the said State prior to January first, nineteen hundred and fifteen; but the same may be leased for periods not exceeding five years by the State officers duly authorized for that purpose, such leasing to be made by public competition after not less than thirty days' advertisement in the manner to be prescribed by law, and all such leasing shall be done under sealed bids and awarded to the highest responsible bidder. The leasing shall require and the advertisement shall specify in each case a fixed royalty to be paid by the successful bidder, in addition to any bonus offered for the lease, and all proceeds from leases shall be covered into the fund to which they shall properly belong, and no transfer or assignment of any lease shall be valid or confer any right in the assignee without the consent of the proper State authorities in writing: Provided, however, That agricultural lessees in possession of such lands shall be reimbursed by the mining lessees for all damage done to said agricultural lessees' interest therein by reason of such mining operations. The legislature of the State may prescribe additional legislation governing such leases not in conflict herewith.*

And the Senate agree to the same.

Amendment numbered 40:

That the House recede from its disagreement to the amendment of the Senate numbered 40, and agree to same with an amendment as follows: In lieu of the matter stricken out by said amendment insert the following:

*Sec. 23. That the inhabitants of all that part of the area of the United States now constituting the Territories of Arizona and New*

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*Mexico, as at present described, may become the State of Arizona, as hereinafter provided.*

*Sec. 24. That all qualified electors of said Territories, respectively, as described in this Act, are hereby authorized to vote for and choose delegates to form a convention for said Territories; such delegates shall possess the qualifications of such electors. The aforesaid convention shall consist of one hundred and ten delegates, sixty-six of which delegates shall be elected to said convention by the people of the Territory of New Mexico and forty-four by the people of the Territory of Arizona; and the governors, chief justices, and secretaries of each of said Territories, respectively, shall apportion the delegates to be thus elected from their respective Territories, as nearly as may be, equitably among the several counties thereof in accordance with the population as shown by the Federal census of nineteen hundred; and such governors, respectively, shall, within twenty days after the approval of this Act by the President of the United States, by proclamation, in which such apportionment shall be fully specified and announced, order an election of the delegates aforesaid in their respective Territories, to be held on the fifth Tuesday after the approval of this Act as aforesaid; and the proper officials, as now provided by law in each of said Territories, respectively, shall immediately upon the approval of this Act make, or cause to be made, as the case may be, in time for the election, a supplemental or general registration, as may be necessary, of the male citizens of the United States over the age of twenty-one years who shall have resided in said Territories, respectively, for six months, in the county for ninety days, and in the precinct, ward, or election district where they are to vote thirty days next preceding the date fixed for said election, whose names shall be placed upon or added to the great registers, or registration lists, as the case may be, exhibiting the names of the qualified voters of said Territories, respectively. And the persons so qualified shall be entitled to be so registered and to vote for delegates to the constitutional convention. Such election for delegates shall be conducted, the returns made, and the certificates of persons elected to such convention issued, as near as may be, in the same manner as is prescribed by the laws of said Territories, respectively, regulating elections therein of members of the legislature, save that not more than two judges of each of the election boards holding elections under this Act shall be of the same political party: Provided, That the secretary, or other proper officer, of the Territory of Arizona, into whose hands the result of said election in the Territory of Arizona finally comes, shall immediately transmit and certify the same to the secretary of the Territory of New Mexico, at Santa Fe. Persons possessing the qualifications entitling them to vote for delegates to the constitutional convention under this Act shall be entitled to vote on the ratification or rejection of the constitution submitted to the people of said Territories hereunder, and on the election of all officials whose election is taking place at the same time, under such rules or regulations as said convention may prescribe, not in conflict with this Act: Provided, That said registration lists shall answer for both or all such elections.*

*Sec. 25. That the delegates to the convention thus elected shall meet in the hall of the house of representatives of the Territory of New Mexico, in the city of Santa Fe therein, on the second Monday after their election, but they shall not receive compensation for more than thirty days of service, and after organization shall declare on behalf of*

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*the people of said proposed State that they adopt the Constitution of the United States, whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said proposed State. The constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except as to Indians not taxed, and shall not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence. And said convention shall provide, by ordinance irrevocable without the consent of the United States and the people of said State—*

*First. That perfect toleration of religious sentiment shall be secured, and that no inhabitant of said State shall ever be molested in person or property on account of his or her mode of religious worship; and that polygamous or plural marriages and the sale, barter, or giving of intoxicating liquors to Indians are forever prohibited.*

*Second. That the people inhabiting said proposed State do agree and declare that they forever disclaim all right and title to the unappropriated and ungranted public lands lying within the boundaries thereof and to all lands lying within said limits owned or held by any Indian or Indian tribes, except as hereinafter provided, and that until the title thereto shall have been extinguished by the United States the same shall be and remain subject to the disposition of the United States, and such Indian lands shall remain under the absolute jurisdiction and control of the Congress of the United States; that the lands and other property belonging to citizens of the United States residing without the said State shall never be taxed at a higher rate than the lands and other property belonging to residents thereof; that no taxes shall be imposed by the State on lands or property therein belonging to or which may hereafter be purchased by the United States or reserved for its use; but nothing herein, or in the ordinance herein provided for, shall preclude the said State from taxing, as other lands and other property are taxed, any lands and other property owned or held by any Indian who has severed his tribal relations and has obtained from the United States or from any person a title thereto by patent or other grant, save and except such lands as have been or may be granted to any Indian or Indians under any Act of Congress containing a provision exempting the lands thus granted from taxation, but said ordinance shall provide that all such lands shall be exempt from taxation by said State so long and to such extent as such Act of Congress may prescribe.*

*Third. That the debts and liabilities of said Territory of Arizona and of said Territory of New Mexico shall be assumed and paid by said State, and that said State shall be subrogated to all the rights of indemnity and reimbursement which either of said Territories now has.*

*Fourth. That provision shall be made for the establishment and maintenance of a system of public schools, which shall be open to all the children of said State and free from sectarian control; and that said schools shall always be conducted in English: Provided, That nothing in this Act shall preclude the teaching of other languages in said public schools.*

*Fifth. That said State shall never enact any law restricting or abridging the right of suffrage on account of race, color, or previous condition of servitude, and that ability to read, write, and speak the English language sufficiently well to conduct the duties of the office without the aid of an interpreter shall be a necessary qualification for all State officers.*

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*Sixth. That the capital of said State shall temporarily be at the city of Santa Fe, in the present Territory of New Mexico, and shall not be changed therefrom previous to anno Domini nineteen hundred and fifteen, but the permanent location of said capital may, after said year, be fixed by the electors of said State, voting at an election to be provided for by the legislature.*

*Sec. 26. That in case a constitution and State government shall be formed in compliance with the provisions of this Act, the convention forming the same shall provide by ordinance for submitting said constitution to the people of said proposed State for its ratification or rejection, at an election to be held on the sixth day of November, nineteen hundred and six, at which election the qualified voters of said proposed State shall vote directly for or against the proposed constitution and for or against any provisions thereof separately submitted. The returns of said election shall be made by the election officers direct to the secretary of the Territory of New Mexico at Santa Fe; who, with the governors and chief justices of said Territories, or any four of them, shall meet at said city of Santa Fe on the third Monday after said election and shall canvass the same; and if a majority of the legal votes cast on that question in each of said Territories shall be for the constitution the said canvassing board shall certify the result to the President of the United States, together with the statement of the votes cast thereon, and upon separate articles or propositions, and a copy of said constitution, articles, propositions, and ordinances. And if the constitution and government of said proposed State are republican in form, and if the provisions in this Act have been complied with in the formation thereof, it shall be the duty of the President of the United States, within twenty days from the receipt of the certificate of the result of said election and the statement of the votes cast thereon and a copy of said constitution, articles, propositions, and ordinances from said board, to issue his proclamation announcing the result of said election, and thereupon the proposed State shall be deemed admitted by Congress into the Union, under and by virtue of this Act, under the name of Arizona, on an equal footing with the original States, from and after the date of said proclamation.*

*The original of said constitution, articles, propositions, and ordinances, and the election returns, and a copy of the statement of the votes cast at said election shall be forwarded and turned over by the secretary of the Territory of New Mexico to the State authorities.*

*Sec. 27. That until the next general census, or until otherwise provided by law, said State shall be entitled to two Representatives in the House of Representatives of the United States, which Representatives, together with the governor and other officers provided for in said constitution, and also all other State and county officers, shall be elected on the same day of the election for the adoption of the constitution; and until said State officers are elected and qualified under the provisions of the constitution, and the State is admitted into the Union, the Territorial officers of said Territories, respectively, including Delegates to Congress, shall continue to discharge the duties of their respective offices in said Territories until their successors are duly elected and qualified.*

*Sec. 28. That upon the admission of said State into the Union there is hereby granted unto it, including the sections thereof heretofore granted, four sections of public land in each township in the proposed State for the support of free public nonsectarian common schools, to wit: Sections numbered thirteen, sixteen, thirty-three, and thirty-six,*

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*and where such sections or any parts thereof have been sold or otherwise disposed of by or under the authority of any Act of Congress other lands equivalent thereto, in legal subdivisions of not less than one quarter section and as contiguous as may be to the section in lieu of which the same is taken; such indemnity lands to be selected within said respective portions of said State in the manner provided in this Act: Provided, That the thirteenth, sixteenth, thirty-third, and thirty-sixth sections embraced in permanent reservations for national purposes shall not at any time be subject to the grants nor to the indemnity provisions of this Act, but other lands equivalent thereto may be selected for such school purposes in lieu thereof; nor shall any lands embraced in Indian, military, or other reservations of any character be subject to the grants of this Act, but such reservation lands shall be subject to the indemnity provision of this Act: Provided, That nothing in this Act contained shall repeal or affect any Act of Congress relating to the Casa Grande Ruin as now defined or as may be hereafter defined or extended, or the power of the United States over it, or any other lands embraced in the State hereafter set aside by Congress as a national park, game preserve, or for the preservation of objects of archæological or ethnological interest; and nothing contained in this Act shall interfere with the rights and ownership of the United States in any land hereafter set aside by Congress as national park, game preserve, or other reservation, or in the said Casa Grande Ruin as it now is or may be hereafter defined or extended by law, but exclusive legislation, in all cases whatsoever, shall be exercised by the United States, which shall have exclusive control and jurisdiction over the same; but nothing in this proviso contained shall be construed to prevent the service within said Casa Grande Ruin, or national parks, game preserves, and other reservations hereafter established by law, of civil and criminal processes lawfully issued by the authority of said State; and said lands shall not be subject at any time to the school grants of this Act that may be embraced within the metes and bounds of the national park, game preserve, and other reservation, or the said Casa Grande Ruin, as now defined or may be hereafter defined; but other lands equivalent thereto may be selected for such school purposes hereinbefore provided in lieu thereof.*

*Sec. 29. That three hundred sections of the unappropriated nonmineral public lands within said State, to be selected and located in legal subdivisions, as provided in this Act, are hereby granted to said State for the purpose of erecting legislative, executive, and judicial public buildings in the same, and for the payment of the bonds heretofore or hereafter issued therefor.*

*Sec. 30. That the lands granted to the Territory of Arizona by the Act of February eighteenth, eighteen hundred and eighty-one, entitled "An Act to grant lands to Dakota, Montana, Arizona, Idaho, and Wyoming for university purposes," are hereby vested in the proposed State to the extent of the full quantity of seventy-five sections, and any portion of said lands that may not have been selected by said Territory of Arizona may be selected by the said State. In addition to the foregoing, and in addition to all lands heretofore granted for such purpose, there shall be, and hereby is, granted to said State, to take effect when the same is admitted to the Union, three hundred sections of land, to be selected from the public domain within said State in the same manner as provided in*



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*this Act, and the proceeds of all such lands shall constitute a permanent fund, to be safely invested and held by said State, and the income thereof be used exclusively for university purposes. The schools, colleges, and universities provided for in this Act shall forever remain under the exclusive control of the said State, and no part of the proceeds arising from the sale or disposal of any lands herein granted for educational purposes shall be used for the support of any sectarian or denominational school, college, or university.*

*Sec. 31. That nothing in this Act shall be so construed, except where the same is so specifically stated, as to repeal any grant of land heretofore made by any Act of Congress to either of said Territories, but such grants are hereby ratified and confirmed in and to said State, and all of the land that may not, at the time of the admission of said State into the Union, have been selected and segregated from the public domain, may be so selected and segregated in the manner provided in this Act.*

*Sec. 32. That five per centum of the proceeds of the sales of public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State to be used as a permanent fund, the interest of which only shall be expended for the support of the common schools within said State. And there is hereby appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of five million dollars for the use and benefit of the common schools of said State. Said appropriation shall be paid by the Treasurer of the United States at such time and to such person or persons as may be authorized by said State to receive the same under laws to be enacted by said State, and until said State shall enact such laws said appropriation shall not be paid. Said appropriation of five million dollars shall be held inviolable and invested by said State, in trust, for the use and benefit of said schools.*

*Sec. 33. That all lands herein granted for educational purposes may be appraised and disposed of only at public sale, the proceeds to constitute a permanent school fund, the income from which only shall be expended in the support of said schools. But said lands may, under such regulations as the legislature shall prescribe, be leased for periods of not more than ten years, and such common school land shall not be subject to preemption, homestead entry, or any other entry under the land laws of the United States, whether surveyed or unsurveyed, but shall be reserved for school purposes only.*

*Sec. 34. That in lieu of the grant of land for purposes of internal improvement made to new States by the eighth section of the Act of September fourth, eighteen hundred and forty-one, which section is hereby repealed as to the proposed State, and in lieu of any claim or demand by the said State under the Act of September twenty-eighth, eighteen hundred and fifty, and section twenty-four hundred and seventy-nine of the Revised Statutes, making a grant of swamp and overflowed lands to certain States, which grant it is hereby declared is not extended to the said State, and in lieu of any grant of saline lands to said State, save as heretofore made, the following grants of land from public lands of the United States within said State are hereby made, to wit:*

*For the establishment and maintenance and support of insane asylums in the said State, two hundred thousand acres; for penitentiaries, two*

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*hundred thousand acres; for schools for the deaf, dumb, and the blind, two hundred thousand acres; for miners' hospitals for disabled miners, one hundred thousand acres; for normal schools, two hundred thousand acres; for State charitable, penal, and reformatory institutions, two hundred thousand acres; for agricultural and mechanical colleges, three hundred thousand acres: Provided, That the two national appropriations heretofore annually paid to the two agricultural and mechanical colleges of said Territories, respectively, shall, until the further order of Congress, continue to be paid to said State for the use of said respective institutions; for schools of mines, two hundred thousand acres; for military institutes, two hundred thousand acres.*

*Sec. 35. That all lands granted in quantity or as indemnity by this Act shall be selected, under the direction of the Secretary of the Interior, from the unappropriated public lands of the United States within the limits of the said State, by a commission composed of the governor, surveyor-general, and attorney-general of said State; and no fees shall be charged for passing the title to the same or for the preliminary proceedings thereof.*

*Sec. 36. That all mineral lands shall be exempted from the grants made by this Act; but if any portion thereof shall be found by the Department of the Interior to be mineral lands, said State, by the commission provided for in section thirty-five hereof, under the direction of the Secretary of the Interior, is hereby authorized and empowered to select, in legal subdivisions, an equal quantity of other unappropriated lands in said State in lieu thereof.*

*Sec. 37. That the said State, when admitted as aforesaid, shall constitute two judicial districts, to be named, respectively, the eastern and western districts of Arizona, the boundaries of said districts to be the same as the boundaries of said Territories, respectively, and the circuit and district court of said districts shall be held, respectively, at Albuquerque and Phoenix for the time being, and the said districts shall, for judicial purposes, until otherwise provided, be attached to the ninth judicial circuit. There shall be appointed for each of said districts one district judge, one United States attorney, and one United States marshal. The judge of each of said districts shall receive a yearly salary the same as other similar judges of the United States, payable as provided for by law, and shall reside in the district to which he is appointed. There shall be appointed clerks of said courts, who shall keep their offices at said Albuquerque and Phoenix in said State. The regular terms of said courts shall be held in said districts, at the places aforesaid, on the first Monday in April and the first Monday in November of each year, and one grand jury shall be summoned in each year in each of said circuit and district courts. The circuit and district courts for said districts, and the judges thereof, respectively, shall possess the same powers and jurisdiction and perform the same duties required to be performed by the other circuit and district courts and judges of the United States, and shall be governed by the same laws and regulations. The marshal, district attorney, and clerks of the circuit and district courts of said districts, and all other officers and persons performing duties in the administration of justice therein, shall severally possess the powers and perform the duties lawfully possessed and required to be performed by similar officers in other districts of the United States, and shall, for the services they may perform, receive the fees and compen-*

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*sation now allowed by law to officers performing similar services for the United States in the Territories of Arizona and New Mexico, respectively.*

*Sec. 38. That all cases of appeal or writ of error heretofore prosecuted and now pending in the Supreme Court of the United States upon any record from the supreme court of either of said Territories, or that may hereafter lawfully be prosecuted upon any record from said courts, may be heard and determined by said Supreme Court of the United States. And the mandate of execution or of further proceedings shall be directed by the Supreme Court of the United States to the circuit or district courts, respectively, hereby established within the said State or to the supreme court of such State, as the nature of the case may require. And the circuit, district, and State courts herein named shall, respectively, be the successors of the supreme courts of the said Territories as to all such cases arising within the limits of embraced within the jurisdiction of such courts, respectively, with full power to proceed with the same and award mesne or final process therein; and that from all judgments and decrees of the supreme courts of the said Territories mentioned in this Act, in any case arising within the limits of the proposed State prior to admission, the parties to such judgment shall have the same right to prosecute appeals and writs of error to the Supreme Court of the United States or to the circuit court of appeals as they shall have had by law prior to the admission of said State into the Union.*

*Sec. 39. That in respect to all cases, proceedings, and matters now pending in the supreme or district courts of the said Territories at the time of the admission into the Union of the said State, and arising within the limits of such State, whereof the circuit or district courts by this Act established might have had jurisdiction under the laws of the United States had such courts existed at the time of the commencement of such cases, the said circuit and district courts, respectively, shall be the successors of said supreme and district courts of said Territories, respectively; and in respect to all other cases, proceedings, and matters pending in the supreme or district courts of the said Territories at the time of the admission of such Territories into the Union, arising within the limits of said State, the courts established by such State shall, respectively, be the successors of said supreme and district Territorial courts; and all the files, records, indictments, and proceedings relating to any such cases shall be transferred to such circuit, district, and State courts, respectively, and the same shall be proceeded with therein in due course of law; but no writ, action, indictment, cause, or proceeding now pending, or that prior to the admission of the State shall be pending, in any Territorial court in said Territories shall abate by the admission of such State into the Union, but the same shall be transferred and proceeded with in the proper United States circuit, district, or State court, as the case may be: Provided, however, That in all civil actions, causes, and proceedings in which the United States is not a party transfers shall not be made to the circuit and district courts of the United States except upon cause shown by written request of one of the parties to such action or proceeding filed in the proper court; and in the absence of such request such cases shall be proceeded with in the proper State courts.*

*Sec. 40. That the constitutional convention shall by ordinance provide for the election of officers for a full State government, including*

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*members of the legislature and two Representatives in Congress, at the time for the election for the ratification or rejection of the constitution; one of which Representatives shall be chosen from a Congressional district comprised of the present Territory of Arizona, to be known as the First Congressional district, and the other from a Congressional district comprised of the remainder of said State, to be known as the Second Congressional district; but the said State government shall remain in abeyance until the State shall be admitted into the Union as proposed by this Act. In case the constitution of said State shall be ratified by a majority of the legal voters in each of said Territories voting at the election held therefor as hereinbefore provided, but not otherwise, the legislature thereof may assemble at Santa Fe, organize, and elect two Senators of the United States in the manner now prescribed by the laws of the United States; and the governor and secretary of state of the proposed State shall certify the election of the Senators and Representatives in the manner required by law, and when such State is admitted into the Union, as provided in this Act, the Senators and Representatives shall be entitled to be admitted to seats in Congress and to all rights and privileges of Senators and Representatives of other States in the Congress of the United States; and the officers of the State government formed in pursuance of said constitution, as provided by the constitutional convention, shall proceed to exercise all the functions of State officers; and all laws of said Territories in force at the time of their admission into the Union shall be in force in the respective portions of said State until changed by the legislature of said State, except as modified or changed by this Act or by the constitution of the State; and the laws of the United States shall have the same force and effect within the said States as elsewhere within the United States.*

*Sec. 41. That the sum of one hundred and fifty thousand dollars, or so much thereof as may be necessary, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, for defraying all and every kind and character of expense incident to the elections and conventions provided for in this Act; that is, the payment of the expenses of registration and holding the election for members of the constitutional convention and the election for the ratification of the constitution, at the same rates that are paid for similar services under the Territorial laws, respectively, and for the payment of the mileage for and salaries of members of the constitutional convention at the same rates that are paid the said Territorial legislatures under national law, and for the payment of all proper and necessary expenses, officers, clerks, and messengers thereof, and printing and other expenses incident thereto: Provided, That any expense incurred in excess of said sum of one hundred and fifty thousand dollars shall be paid by said State. The said money shall be expended under the direction of the Secretary of the Interior, and shall be forwarded, to be locally expended in the present Territory of Arizona and in the present Territory of New Mexico, through the respective secretaries of said Territories, as may be necessary and proper, in the discretion of the Secretary of the Interior, in order to carry out the full intent and meaning of this Act.*

**Amend the title so as to read:**

*An Act to enable the people of Oklahoma and of the Indian Territory to form a constitution and State government and be admitted into*

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*the Union on an equal footing with the original States; and to enable the people of New Mexico and of Arizona to form a constitution and State government and be admitted into the Union on an equal footing with the original States.*

And the Senate agree to the same.

ALBERT J. BEVERIDGE,
WM. P. DILLINGHAM.

I agree to the above and foregoing recommendations except as to amendment numbered 40; and as to said amendment I disagree.

T. M. PATTERSON,
*Managers on the part of the Senate.*

E. L. HAMILTON,
A. L. BRICK.

I agree to the above recommendations except as to amendment numbered 40; on this amendment I disagree.

JOHN A. MOON,
*Managers on the part of the House.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 479.

# PASSENGER CHARGES ON EUROPEAN AND UNITED STATES RAILROADS.

Mr. LODGE presented the following

**LETTER FROM MR. H. T. NEWCOMB, OF WASHINGTON, D. C., SUBMITTING TABLES SHOWING COMPARISONS BETWEEN PASSENGER CHARGES ON EUROPEAN RAILWAYS AND THOSE IN FORCE FOR SIMILAR DISTANCES IN THE UNITED STATES.**

JUNE 8, 1906.—Ordered to be printed.

WASHINGTON, D. C., *May 12, 1906.*

MY DEAR SIR: I regret very much that the difficulty and delay incident to obtaining the necessary data have precluded an earlier fulfillment of my promise of December 19, 1905, to furnish you with tables showing comparisons between passenger charges on European railways and those in force for similar distances in the United States.

I now submit the promised tables. You will observe that I have followed your suggestion, that a comparison not unfair to the European railways can be made by setting against the first-class fares in force abroad the first-class fares charged in this country plus the Pullman fares. This conclusion seems to be justifiable. Perhaps, however, it will not do to say that it is always fair to American railways. On this basis the question of relative quality of service is left out of sight, although, if allowance could be made for it, it would render the showing still more gratifying to good Americans. This is especially true when the comparison is between ordinary first-class fares in Europe and the first-class fares in this country for a night journey plus the sleeping-car fares. The traveler in Europe obtains for his first-class fare the privilege of wrapping himself in a rug and of reclining as he can on the seats of his compartment; certainly obtaining a much smaller degree of comfort than if he had a berth in an American sleeping car.

In the following table I have compared the fares for distances from 51 to 392 miles, using the first-class fares for European journeys and adding to the first-class fares in this country the rates for a seat in a Pullman parlor car. You will observe that in all cases the points of departure and destination are given, together with the mileage, and for this country the railway and Pullman fares are stated separately, the totals also being given.

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| Journeys compared. | | Distance in miles. | | Fares. | | | |
|---|---|---|---|---|---|---|---|
| | | | | American. | | | |
| American. | European. | American. | European. | Railway. | Pullman. | Total. | European. |
| Boston, Mass., to Exeter, Mass. | Paris to Dreux..... | 51 | 51 | $1.20 | $0.40 | $1.60 | $1.78 |
| New York, N. Y., to Storm King, N. Y. | Paris to Compiegne... | 55 | 52 | 1.08 | .50 | 1.58 | 1.90 |
| Cincinnati, Ohio, to Dayton, Ohio. | Modane to Turin..... | 59 | 58 | 1.65 | .25 | 1.90 | 2.34 |
| Boston, Mass., to Gardner, Mass. | Berne to Lucerne .... | 65 | 60 | 1.42 | .25 | 1.67 | 1.98 |
| New York, N. Y., to Hyde Park, N. Y. | Paris to Orleans..... | 80 | 78 | 1.56 | .50 | 2.06 | 2.70 |
| Albany, N. Y., to Herkimer, N. Y. | Paris to Amiens..... | 81 | 81 | 1.62 | .50 | 2.12 | 2.83 |
| New York, N. Y., to Rhinecliff, N. Y. | Berlin to Stettin..... | 90 | 84 | 1.76 | .75 | 2.51 | 2.57 |
| Philadelphia, Pa., to New York, N. Y. | Turin to Bologne..... | 90 | 91 | 2.50 | .50 | 3.00 | 3.30 |
| Albany, N. Y., to Utica, N. Y. | Turin to Milan..... | 95 | 93 | 1.90 | .50 | 2.40 | 3.36 |
| Buffalo, N. Y., to Port Allegany, Pa. | Paris to Rheims..... | 97 | 97 | 2.85 | .50 | 3.35 | 3.37 |
| Boston, Mass., to Springfield, Mass. | Bologne to Venice ... | 99 | 99 | 2.56 | .75 | 3.31 | 3.59 |
| Boston, Mass., to Northampton, Mass. | Paris to Dieppe..... | 105 | 104 | 2.23 | .75 | 2.98 | 3.63 |
| Boston, Mass., to Portland, Me. | Cologne to Treves .... | 115 | 112 | 2.50 | .60 | 3.10 | 3.43 |
| Washington, D. C., to Harrisburg, Pa. | Lucerne to Pino..... | 127 | 122 | 3.74 | .75 | 4.49 | 5.07 |
| Cincinnati, Ohio, to Louisville, Ky. | Bologne to Ancona... | 129 | 127 | 3.50 | .50 | 4.00 | 4.57 |
| Pittsburg, Pa., to North Girard, Pa. | Lisbon to Moura..... | 132 | 132 | 3.95 | .50 | 4.45 | 4.60 |
| Washington, D. C., to Philadelphia, Pa. | Milan to Bologne..... | 136 | 134 | 4.00 | .75 | 4.75 | 4.84 |
| Portland, Me., to Bangor, Me. | Paris to Douai..... | 137 | 135 | 4.10 | .75 | 4.85 | 4.71 |
| New York, N. Y., to Albany, N. Y. | Paris to Lillebonne... | 143 | 135 | 3.10 | 1.00 | 4.10 | 4.58 |
| Boston, Mass., to North Adams, Mass. | Paris to Le Havre .... | 143 | 142 | 3.61 | .75 | 4.36 | 4.93 |
| Duluth, Minn., to St. Paul, Minn. | Athens to Patras..... | 152 | 144 | 4.30 | .50 | 4.80 | 4.82 |
| Albany, N. Y., to Syracuse, N. Y. | Paris to Tours..... | 148 | 148 | 2.96 | 1.00 | 3.96 | 5.14 |
| Washington, D. C., to Staunton, Va. | Paris to Lille..... | 155 | 153 | 4.55 | .75 | 5.30 | 5.34 |
| Duluth, Minn., to Minneapolis, Minn. | Coblenz to Cassel..... | 160 | 155 | 4.30 | .50 | 4.80 | 5.14 |
| Pittsburg, Pa., to Central City, Ohio. | Paris to Sedan..... | 163 | 162 | 4.75 | .75 | 5.50 | 5.62 |
| St. Louis, Mo., to Terre Haute, Ind. | Cadiz to Cordova..... | 169 | 165 | 5.23 | .75 | 5.98 | 6.51 |
| Indianapolis, Ind., to Vandalia, Ill. | Irun to Burgos..... | 172 | 167 | 5.17 | .75 | 5.92 | 6.21 |
| New York, N. Y., to Wilkes-Barre, Pa. | Vienna to Budapest.. | 174 | 173 | 4.35 | .75 | 5.10 | 5.20 |
| Chicago, Ill., to Oshkosh, Wis. | Madrid to Albacete .. | 177 | 173 | 4.97 | .60 | 5.57 | 6.47 |
| Chicago, Ill., to Hillsdale, Mich. | Madrid to Palencia... | 178 | 176 | 5.30 | .75 | 6.05 | 6.58 |
| Columbus, Ohio, to Indianapolis, Ind. | Rome to Cecina..... | 181 | 175 | 5.30 | .75 | 6.05 | 6.32 |
| Chicago, Ill., to Rock Island, Ill. | Ancona to Rome..... | 183 | 183 | 5.00 | .60 | 5.60 | 6.61 |
| Cleveland, Ohio, to Springfield, Ohio. | Paris to Calais..... | 183 | 183 | 4.80 | .75 | 5.55 | 6.38 |
| New York, N. Y., to Fonda, N. Y. | Hamburg to Strasburg. | 186 | 185 | 3.98 | 1.25 | 5.23 | 6.43 |
| Pittsburg, Pa., to Crestline, Ohio. | Pontebba to Verona.. | 189 | 188 | 5.65 | 1.00 | 6.65 | 6.78 |
| New York, N. Y., to Harrisburg, Pa. | Brussels to Paris..... | 195 | 193 | 5.50 | 1.00 | 6.50 | 6.68 |
| Chicago, Ill., to Gladstone, Ill. | Paris to Dijon..... | 196 | 196 | 5.89 | .75 | 6.64 | 6.81 |
| Council Bluffs, Iowa, to Kearney, Nebr. | Constantinople to Adrianopole. | 199 | 198 | 5.95 | 1.00 | 6.95 | 9.47 |
| New York, N. Y., to St. Johnsville, N. Y. | Berlin to Konitz..... | 207 | 204 | 4.88 | 1.50 | 5.88 | 6.88 |
| Cincinnati, Ohio, to Toledo, Ohio. | Pisa to Rome..... | 211 | 207 | 6.00 | .50 | 6.50 | 7.46 |

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| Journeys compared. | | Distance in miles. | | Fares. | | | |
|---|---|---|---|---|---|---|---|
| | | | | American. | | | |
| American. | European. | American. | European. | Railway. | Pullman. | Total. | European. |
| Boston, Mass., to Lyndon, Vt. | Paris to Poitiers..... | 213 | 209 | $5.24 | $1.90 | $6.24 | $7.27 |
| New York, N. Y., to Boston, Mass. | Madrid to Sargossa... | 214 | 212 | 5.00 | 1.00 | 6.00 | 7.90 |
| Albany, N. Y., to Fairport, N. Y. | Athens to Olympia... | 218 | 218 | 4.38 | 1.25 | 5.63 | 7.80 |
| Boston, Mass., to Schenectady, N. Y. | Paris to Nancy ..... | 219 | 219 | 4.84 | 1.25 | 6.09 | 7.63 |
| Buffalo, N. Y., to Vermilion, Ohio. | Hamburg to Stettin .. | 222 | 222 | 6.05 | 1.25 | 7.30 | 7.40 |
| Albany, N. Y., to Rochester, N. Y. | Hof to Frankfort-on-the-Main. | 228 | 222 | 4.58 | 1.25 | 5.83 | 6.88 |
| Chicago, Ill., to Amherst, Wis. | Paris to Luxembourg. | 236 | 234 | 6.58 | .75 | 7.33 | 7.99 |
| New York, N. Y., to Utica, N. Y. | Lisbon to Tavira ..... | 238 | 231 | 5.00 | 1.50 | 6.50 | 7.85 |
| Baltimore, Md., to Deer Park, Md. | Cadiz to Grenada..... | 241 | 237 | 6.80 | 1.25 | 8.05 | 10.06 |
| St. Louis, Mo., to Indianapolis, Ind. | Irun to Valladolid ... | 242 | 242 | 7.40 | 1.00 | 8.40 | 9.01 |
| Boston, Mass., to Fonda, N. Y. | Nuremberg to Prague. | 245 | 244 | 5.38 | 1.25 | 6.63 | 7.81 |
| Boston, Mass., to Newport, Vt. | Paris to Nantes..... | 250 | 246 | 6.35 | 1.25 | 7.60 | 8.56 |
| New York, N. Y., to Rome, N. Y. | Paris to Limoges ..... | 252 | 251 | 5.80 | 1.50 | 6.30 | 8.73 |
| Chicago, Ill., to Alton, Ill .... | Paris to Metz..... | 257 | 244 | 6.55 | 1.00 | 7.55 | 8.44 |
| Washington, D. C., to Altoona, Pa. | Turin to Venice..... | 259 | 258 | 7.69 | 1.25 | 8.94 | 9.29 |
| New York, N. Y., to Oneida, N. Y. | Berlin to Dirschau ... | 265 | 265 | 5.54 | 1.50 | 7.04 | 8.21 |
| St. Louis, Mo., to North Vernon, Ind. | Bordeaux to Narbonne. | 267 | 258 | 7.95 | .75 | 8.70 | 8.80 |
| Chicago, Ill., to Auburndale, Wis. | Paris to Belfort..... | 275 | 275 | 7.74 | .75 | 8.49 | 9.57 |
| St. Louis, Mo., to Kansas City, Mo. | Cardova to Madrid... | 277 | 275 | 7.50 | 1.00 | 8.50 | 10.24 |
| Chicago, Ill., to Crestline, Ohio. | Paris to Angouleme.. | 280 | 279 | 8.00 | 1.50 | 9.50 | 9.71 |
| Boston, Mass., to Ilion, N. Y. | Pontebba to Milan ... | 285 | 281 | 6.18 | 1.50 | 7.68 | 10.10 |
| St. Louis, Mo., to Chicago, Ill. | Tetschen to Vienna .. | 286 | 285 | 7.50 | 1.00 | 8.50 | 8.58 |
| New York, N. Y., to Syracuse, N. Y. | Madrid to Murcie .... | 291 | 286 | 6.06 | 1.50 | 7.56 | 10.65 |
| Albany, N. Y., to Buffalo, N. Y. | Paris to The Hague .. | 297 | 297 | 6.15 | 1.50 | 7.65 | 9.77 |
| Chicago, Ill., to Louisville, Ky. | Madrid to Valence ... | 304 | 304 | 8.00 | 1.00 | 9.00 | 11.42 |
| Boston, Mass., to Rome, N. Y. | Cologne to Paris..... | 311 | 306 | 6.70 | 1.50 | 8.20 | 10.21 |
| Chicago, Ill., to Columbus, Ohio. | Paris to Lyons..... | 314 | 313 | 8.35 | 1.00 | 9.35 | 10.88 |
| St Louis, Mo., to Nevada, Mo. | Madrid to Santander. | 317 | 313 | 8.35 | 1.00 | 9.35 | 12.29 |
| Boston, Mass., to Oneida, N. Y. | Breslau to Stralsund . | 324 | 324 | 6.94 | 1.50 | 8.44 | 9.95 |
| Baltimore, Md., to Greensboro, N. C. | Madrid to Cartagena . | 331 | 326 | 9.90 | 1.50 | 11.40 | 12.16 |
| New York, N. Y., to Altoona, Pa. | Foggia to Bologne.... | 327 | 327 | 9.45 | 1.50 | 10.95 | 11.80 |
| Buffalo, N. Y., to Slatington, Pa. | Paris to Le Croisic.... | 338 | 328 | 8.00 | 1.50 | 9.50 | 10.16 |
| St. Louis, Mo., to Cincinnati, Ohio. | Paris to Amsterdam.. | 339 | 332 | 9.00 | 1.00 | 10.00 | 10.50 |
| Baltimore, Md., to Pittsburg, Pa. | Sofia to Varna..... | 342 | 336 | 8.00 | 1.50 | 9.50 | 11.27 |
| New York, N. Y., to Charlottesville, Va. | Paris to Bale..... | 340 | 338 | 9.90 | 1.50 | 11.40 | 11.40 |
| New York, N. Y., to Manchester, N. Y. | Madrid to Seville..... | 360 | 356 | 7.00 | 2.00 | 9.00 | 13.28 |
| New York, N. Y., to Rochester, N. Y. | Paris to Bordeaux.... | 371 | 361 | 7.68 | 2.00 | 9.68 | 12.55 |
| New York, N. Y., to East Rush, N. Y. | Paris to Zurich..... | 382 | 382 | 7.00 | 2.00 | 9.00 | 13.29 |
| St. Paul, Minn., to Lakota, N. Dak. | Madrid to San Sebastian. | 385 | 382 | 11.22 | 1.70 | 12.92 | 14.22 |
| St. Louis, Mo., to Parsons, Kans. | Paris to Lucerne..... | 387 | 386 | 10.10 | 1.00 | 11.10 | 13.47 |
| Chicago, Ill., to Hastings, Minn. | Paris to Brest..... | 390 | 388 | 10.89 | 1.00 | 11.89 | 12.88 |
| Baltimore, Md., to Buffalo, N. Y. | Irun to Madrid..... | 392 | 392 | 10.00 | 2.00 | 12.00 | 14.59 |

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In the following table, the distances being longer than those in the first table, I have used the rates for a double berth in a sleeping car instead of those for a seat in a parlor car. In all other respects the data correspond:

| Journeys compared. | | Distance in miles. | | Fares. | | | |
|---|---|---|---|---|---|---|---|
| | | | | American. | | | |
| American. | European. | American. | European. | Railway. | Pullman. | Total. | European. |
| Chicago, Ill., to Des Moines, Iowa. | Madrid to Seville..... | 358 | 356 | $10.15 | $2.00 | $12.15 | $13.28 |
| New York, N. Y., to Batavia, N. Y. | Madrid to Monforte.. | 404 | 401 | 8.30 | 2.00 | 10.30 | 13.98 |
| Philadelphia, Pa., to Greensboro, N. C. | Madrid to Huelva.... | 424 | 424 | 12.70 | 3.00 | 15.70 | 16.08 |
| Washington, D. C., to Buffalo, N. Y. | Paris to Darmstadt... | 438 | 427 | 11.20 | 2.50 | 13.70 | 14.89 |
| New York, N. Y., to Pittsburg, Pa. | Berlin to Intersbourg. | 444 | 424 | 10.50 | 2.00 | 12.50 | 13.04 |
| Chicago, Ill., to Kansas City, Mo. | Madrid to Cadiz..... | 458 | 439 | 12.50 | 2.50 | 15.00 | 17.49 |
| Washington, D. C., to Alliance, Ohio. | Paris to Chateaulin... | 458 | 445 | 10.50 | 2.50 | 13.00 | 13.34 |
| Boston, Mass., to Batavia, N. Y. | Pino to Rome ..... | 463 | 449 | 9.65 | 2.50 | 12.15 | 16.19 |
| New York, N. Y., to Irving, N. Y. | Paris to Avignon..... | 468 | 461 | 9.25 | 2.50 | 11.75 | 16.04 |
| New York, N. Y., to Dunkirk, N. Y. | Berlin to Vierjbolovo. | 480 | 461 | 9.25 | 2.50 | 11.75 | 14.21 |
| Chicago, Ill., to Omaha, Nebr. | Milan to Foggia..... | 490 | 462 | 12.75 | 2.50 | 15.25 | 16.64 |
| New York, N. Y., to Brocton, N. Y. | Hamburg to Danzig. | 489 | 489 | 9.45 | 2.50 | 11.95 | 14.42 |
| St. Louis, Mo., to Athens, Ohio. | Paris to Turin ..... | 497 | 496 | 13.05 | 3.00 | 16.05 | 17.51 |
| Washington, D. C., to Maysville, Ky. | Paris to Hanover..... | 536 | 507 | 14.00 | 3.00 | 17.00 | 17.35 |
| Boston, Mass., to Dunkirk, N. Y. | Madrid to Vigo..... | 539 | 511 | 11.80 | 3.00 | 14.80 | 16.79 |
| Cleveland, Ohio, to St. Louis, Mo. | Foggia to Turin ..... | 548 | 536 | 15.00 | 3.00 | 18.00 | 19.30 |
| Washington, D. C., to Columbus, Ohio. | Paris to Nuremberg .. | 568 | 540 | 12.75 | 3.00 | 15.75 | 19.43 |
| Council Bluffs, Iowa, to Denver, Colo. | Paris to Milan..... | 572 | 559 | 17.00 | 3.00 | 20.00 | 20.30 |
| Chicago, Ill., to Emporia, Kans. | Paris to Hamburg .... | 586 | 582 | 15.85 | 3.50 | 19.35 | 20.15 |
| Boston, Mass., to Erie, Pa... | Paris to Munich..... | 587 | 571 | 12.65 | 3.00 | 15.65 | 20.50 |
| Washington, D. C., to Dayton, Ohio. | Paris to Marseille..... | 639 | 536 | 14.00 | 3.00 | 17.00 | 18.63 |
| Washington, D. C., to Atlanta, Ga. | Paris to Leipzig..... | 648 | 647 | 17.50 | 4.00 | 21.50 | 22.29 |
| Chicago, Ill., to Weedsport, N. Y. | Paris to Cannes..... | 657 | 656 | 14,25 | 3.50 | 19.20 | 22.82 |
| Boston, Mass., to Mentor, Ohio. | Belgrade to Constantinople. | 660 | 659 | 14.25 | 3.50 | 17.75 | 21.81 |
| Washington, D. C., to Richmond, Ind. | Paris to Nice..... | 688 | 675 | 15.00 | 4.00 | 19.00 | 23.50 |
| New York, N. Y., to Toledo, Ohio. | Paris to Barcelona.... | 736 | 708 | 16.25 | 4.00 | 20.25 | 25.25 |
| New York, N. Y., to Indianapolis, Ind. | Paris to Carlsbad..... | 825 | 728 | 19.00 | 5.00 | 24.00 | 24.46 |
| New York, N. Y., to Chicago, Ill. | Paris to Copenhagen . | 912 | 804 | 20.00 | 5.00 | 25.00 | 28.49 |
| Boston, Mass., to Chicago, Ill. | Paris to Madrid ..... | 1,006 | 902 | 22.00 | 5.50 | 27.50 | 31.78 |
| Chicago, Ill., to Fort Worth, Tex. | Paris to Gothenburg.. | 1,109 | 985 | 26.40 | 6.00 | 32.40 | 34.39 |
| Chicago, Ill., to Denver, Colo. | Paris to Stockholm... | 1,210 | 1,208 | 29.50 | 6.00 | 35.50 | 42.71 |
| Philadelphia, Pa., to Omaha, Nebr. | Paris to Belgrade..... | 1,312 | 1,247 | 29.50 | 7.50 | 37.00 | 43.28 |
| Philadelphia, Pa., to North Platte, Nebr. | Paris to Bucharest.... | 1,608 | 1,587 | 38.05 | 9.50 | 47.55 | 49.98 |
| Philadelphia, Pa., to Sidney, Nebr. | Paris to Adrianople .. | 1,726 | 1,707 | 41.80 | 10.50 | 52.30 | 50.43 |

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Where sleeping cars are available in Europe the rates are still higher, and vastly exceed those via the American railways. The following table shows the charges from Paris to the destinations named via the Oriental Express in comparison with rates for similar distances in the United States. The charges in both cases include a berth in a sleeping car:

| Journeys compared. | | | Distance in miles. | | Fares (plus sleeping-car fares). | |
|---|---|---|---|---|---|---|
| American. | | European, from Paris to— | American. | European. | American. | European. |
| From— | To— | | | | | |
| Baltimore, Md | Pittsburg, Pa | Strassburg | 342 | 313 | $10.00 | $13.84 |
| New York, N. Y | Rochester, N. Y | Carlsruhe | 371 | 365 | 10.18 | 16.58 |
| Do | Batavia, N. Y | Heidelberg | 404 | 390 | 10.80 | 17.57 |
| Washington, D. C | Buffalo, N. Y | Stuttgart | 438 | 422 | 13.70 | 19.06 |
| Chicago, Ill | Kansas City, Mo | Frankfort on the Main. | 458 | 445 | 15.00 | 19.08 |
| Cleveland, Ohio | St. Louis, Mo | Nuremberg | 548 | 540 | 18.00 | 24.34 |
| Council Bluffs, Iowa | Denver, Colo | Munich | 572 | 571 | 20.00 | 25.55 |
| New York, N. Y | Toledo, Ohio | Carlsbad | 786 | 728 | 20.25 | 30.45 |
| Do | Chicago, Ill | Vienna | 912 | 861 | 25.00 | 38.35 |
| Chicago, Ill | Fort Worth, Tex | Budapest | 1,109 | 1,024 | 32.40 | 47.47 |
| Philadelphia, Pa | Omaha, Nebr | Belgrade | 1,312 | 1,247 | 37.00 | 57.19 |
| New York, N. Y | North Platte, Nebr | Bucharest | 1,693 | 1,587 | 50.80 | 64.40 |
| Philadelphia, Pa | Cheyenne, Wyo | Adrianople | 1,828 | 1,707 | 56.40 | 75.08 |
| New York, N. Y | Denver, Colo | Canstantinople | 1.971 | 1.915 | 59.75 | 75.08 |

If there is anything further that I can do for you in this connection, please let me know.

Very respectfully, yours,

H. T. NEWCOMB.

Hon. H. C. LODGE,
*United States Senate, Washington, D. C.*

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# EDWARD W. LARRABEE, ADMINISTRATOR, ETC.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF EDWARD W. LARRABEE, ADMINISTRATOR OF STEPHEN LARRABEE, DECEASED, AND CHARLES H. GREENLEAF, ADMINISTRATOR OF AMOS L. ALLEN, DECEASED, AGAINST THE UNITED STATES.**

JUNE 9, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 8, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 10677. Edward W. Larrabee, administrator of Stephen Larrabee, deceased, and Charles H. Greenleaf, administrator of Amos L. Allen, deceased, *v.* the United States.]

The following bill was referred to the court on the 17th day of June, 1902, by resolution of the United States Senate under an act of Congress approved March 3, 1887, known as the Tucker act:

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there be paid to Amos L. Allen, surviving partner of Larrabee and Allen, of Bath, Maine, out of any money in the Treasury not otherwise appropriated, the sum of eleven thousand seven hundred and eight dollars and ninety-seven cents, in full payment and discharge of the claim of the said Larrabee and Allen for work done and material furnished in the construction of the United States double-ender gunboat *Ioseo*, as per report of Thomas O. Selfridge, commodore and president of board, Senate Executive Document Numbered Eighteen, first session of the Thirty-ninth Congress."

Under the foregoing reference the claimants filed their petition in this court, in which it is averred in substance that they are citizens of the United States, residing in Bath, Me., and that they are the duly appointed administrators of Stephen Larrabee and Amos L. Allen, the original claimants.

That said Allen and Larrabee gave no aid to the rebellion, but were at all times loyal to the Government of the United States; that on September 9, 1862, they contracted with the Navy Department to build the hull of the wooden double-ender *Ioseo*, and received the contract price after the completion of the vessel, $75,000; the

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delivery of the hull to the engine builders was March 23, 1863, and the final completion in March, 1864, three hundred and ten days after the time fixed in the contract for the work of completion.

During the construction, and thereafter, at the request of the officers in charge, contractors rendered additional services in making alterations and additions to the hull.

By reason of such delays in making alterations and additions the contractors did not finish the vessel within the contract time and lost a profit of $10,000, and it cost the contractors $13,787 more than they ever got for it. On account of extra work the contractors received in 1864 from the United States $4,535.84, and for towing the vessel $500 more.

The board of naval officers found, December 23, 1865, that the excess of cost of the hull above such allowances and contract price was $11,708.97, and the loss to the contractors by reason of the delays and changes ordered by the United States was $23,787.

The contractors were not guilty of laches, as they presented their claim in 1865.

The case was brought to a hearing on loyalty and merits on the 10th day of April, 1906. John S. Blair, esq., appeared for the claimants and the Attorney-General, by J. A. Van Orsdel, esq., Assistant Attorney-General, by his assistant John Q. Thompson, esq., and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, mades the following

FINDINGS OF FACT.

I. Edward W. Larrabee, administrator of Stephen Larrabee, deceased, and Charles H. Greenleaf, administrator of Amos L. Allen, deceased, are citizens of the United States residing in the city of Bath, State of Maine.

II. Amos L. Allen, named in the bill above set forth as surviving partner of Larrabee & Allen, died, and on the 4th day of November, 1904, Charles H. Greenleaf was appointed administrator of his estate.

Amos L. Allen and Stephen Larrabee resided at Bath, Me., throughout the years 1861 to 1865, inclusive, and gave no aid and comfort to the rebellion. The claimants and the decedents were at all times loyal to the Government of the United States.

III. The said Amos L. Allen and Stephen Larrabee, partners doing business under the firm name and style of Larrabee & Allen, on the 9th day of September, 1862, entered into a contract with the Navy Department to build the hull of the wooden double-ender *Iosco* within one hundred and twenty-six days from the date of the contract. The contractors performed their contract by so far completing the vessel as to have the same ready for the installation of its machinery, which was to be supplied by independent contractors, by delivering the hull of said vessel to the Globe Iron Works at South Boston, on March 24, 1863, which was two months after the date fixed by the contract for such delivery.

It required the Globe Iron Works three hundred and forty-six days to install the machinery of the *Iosco*, and its work was not completed until March 5, 1864. Thereafter the vessel was finally completed by the said firm of Larrabee & Allen on March 17, 1864.

IV. During the construction of the hull of said vessel there were alterations and additions ordered by the Navy Department for which the contractors were paid the sum of $4,535.84, in addition to the full contract price of $75,000, and the further sum of $500 for towage of the vessel, making a total payment to said contractors of $80,035.84.

V. Shortly after the rendition of such services the claimant presented bills to the Navy Department for such extra services and materials. These bills not having been acted upon by the Navy Department and having been allowed only in part, to the extent of $4,535.84, claimant, with other contractors of naval vessels, presented his claim to the Congress of the United States. On March 9, 1865, the Senate of the United States passed the following resolution:

"*Resolved*, That the Secretary of the Navy be requested to organize a board of not less than three competent persons, whose duty it shall be to inquire into and determine how much the vessels of war and steam machinery contracted for by the Department in the years of 1862 and 1863 cost the contractors over and above the contract price and allowance for extra work, and report the same to the Senate next session. None but those that have given satisfaction to the Department to be considered."

The Navy Department thereupon appointed a board consisting of Commodore Selfridge, Chief Engineer Henderson, and Paymaster Eldredge, commonly known as the "Selfridge Board."

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VI. The claims of the contractors were transmitted to the Selfridge Board, and Amos L. Allen appeared before the said board and testified in person as to the services which he had rendered, the authority by which the changes and alterations were made, the value of the same, etc., and exhibited to said board bills of costs and expenses.

VII. The Selfridge Board convened at the navy-yard, New York, June 5, 1865, and continued their investigation of claims without intermission, hearing testimony and examining contractors and claims, until December 23, 1865, and shortly thereafter submitted their report to the Secretary of the Navy, by whom it was transmitted to the Senate on January 30, 1866.

VIII. The total amount of the bills submitted to the Selfridge Board by the claimant placed the entire cost of the vessel *Iosco* at $91,845.91. In addition to the contract price of $75,000 the contractors had been paid by the Bureau for extra work $4,535.84, and $500 for towing the vessel to South Boston, as provided for by the contract, and the board found the cost to the contractor of the vessel over and above the contract price and extra bills paid was $11,708.97.

IX. No evidence satisfactory to the court has been adduced to impeach the report or conclusions of the Selfridge Board, as above set forth, by either party to this case.

X. After deducting the allowance and payment for extra work, the difference between the contract price and the cost of the vessel to the contractors is eleven thousand seven hundred and eight dollars and ninety-seven cents ($11,708.97).

BY THE COURT.

Filed May 28, 1906.
A true copy.
Test this 8th day of June, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 481.

# APPROPRIATION FOR STAMPED ENVELOPES, ETC.

## LETTER

FROM

## THE POSTMASTER-GENERAL,

URGING

**THAT THE ESTIMATE HERETOFORE SUBMITTED FOR A DEFICIENCY APPROPRIATION OF $80,000 TO COMPLETE THE AMOUNT NEEDED TO PAY FOR THE MANUFACTURE OF STAMPED ENVELOPES AND NEWSPAPER WRAPPERS BE CONSIDERED AND MADE AVAILABLE AS PROMPTLY AS POSSIBLE.**

JUNE 9, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
*Washington, D. C., June 8, 1906.*

MY DEAR SIR: I have the honor to present, for consideration of the Senate, the following matter, and beg to suggest that it is of the greatest importance that it be given immediate attention:

According to custom, this Department estimated, and submitted the estimate to Congress, for the amount which would be needed to pay for the manufacture of stamped envelopes and newspaper wrappers to be sold through postmasters to the public for the fiscal year ending June 30, 1906. This estimate ($967,000) was reduced by Congress to $925,000.

Anticipating a deficiency for the current fiscal year, this Department, under date of March 27, in a letter addressed, as required by law, to the Secretary of the Treasury, submitted an estimate for a deficiency appropriation of $80,000. This deficiency appropriation has not been made available, and the regular appropriation, $925,000, is to-day exhausted.

Section 3679 of the Revised Statutes, amended in the urgent deficiency appropriation act approved February 27, 1906, prohibits the expenditure of any sum in excess of appropriations except under contract or obligation authorized by law. This provision made it necessary to stop to-day the issue of stamped envelopes and newspaper wrappers for sale to the public, and that has been done.



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The great bulk of the stamped envelopes sold to the public is for the use of business houses throughout the country, and the embarrassment, both to the public and to the postal service, incident to this stoppage need only be suggested to be appreciated. There are now on hand many thousands of unfilled requisitions from postmasters, and requisitions accumulate at a rate of about 1,600 per day. The demand for stamped envelopes and wrappers is about 3,500,000 per day.

This stoppage of these supplies is not the only embarrassment which will result if there be delay in providing funds for their purchase from the contractor. The orders for these supplies which accumulate can be filled only gradually—according to the facilities of the contractor for furnishing them, and of the Department for receiving and distributing them throughout the country. The work is now suspended until a deficiency appropriation or the appropriation for the next fiscal year is available.

In view of the conditions set forth I have the honor to recommend that the deficiency appropriation of $80,000 asked for be made as promptly as possible. Every day's delay means great inconvenience to the business interests of the country and to the postal service.

The urgency of the situation and the necessary for haste have led me to communicate the matter directly to each branch of Congress in this manner without presenting it again through the Secretary of the Treasury. I have sent a like communication to the Speaker of the House of Representatives.

Very respectfully,

GEO. B. CORTELYOU,
*Postmaster-General.*

HON. CHARLES W. FAIRBANKS,
*President of the Senate, Washington, D. C.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 482.

# ANTOINE DECUIR ET AL.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF ANTOINE DECUIR, JOSEPH AUGUSTE DECUIR, AND ROSA DECUIR MACIAS, HEIRS OF ANTOINE DECUIR, DECEASED, AGAINST THE UNITED STATES.**

JUNE 9, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 8, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11549. Antoine Decuir, Joseph Auguste Decuir, and Rosa Decuir Macias, heirs of Antoine Decuir, deceased, v. The United States.]

STATEMENT OF CASE.

On February 1, 1904, the following bill was introduced in the United States Senate, to wit:

"A BILL for the relief of Antoine Decuir, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the estate of Antoine Decuir, deceased, late of Pointe Coupee Parish, Louisiana, the sum of fourteen thousand eight hundred and seventeen dollars and fifty cents, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late civil war."

Said bill was referred to the court by resolution of the United States Senate on April 26, 1904, for findings of fact under the provisions of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

This case was brought to a hearing on loyalty and merits on the 14th day of May, 1906.

Moyers & Consaul appeared for claimant, and the Attorney-General, by Felix Brannigan, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

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The petitioners in their petition make the following allegations:

That they are the only heirs of Antoine Decuir, deceased, who departed this life in 1865; that during the late civil war said decedent was a resident of the parish of Pointe Coupee, State of Louisiana; that during said war the United States military forces, under proper authority, took from said decedent, for the use of the Army, quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

Taken from plantation of Antoine Decuir, in Pointe Coupee Parish, La., in February or March, 1863, by Second Rhode Island Cavalry, under Colonel Corliss:

| | |
|---|---|
| 24 fine large mules, at $150 each | $3,600 |
| 8 fine horses, at $150 each | 1,200 |
| 3 large cane wagons, at $100 each | 300 |
| 6,000 bushels of corn, at $1 per bushel | 6,000 |
| 100 Merino sheep, at $3 per head | 300 |
| 6,000 pounds fresh pork, at 10 cents per pound | 600 |
| 5 barrels of sugar, at $20 per barrel | 100 |
| 8 cows, at $25 each | 200 |
| Total | 12,300 |

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the claimant's decedent, Antoine Decuir, was loyal to the Government of the United States throughout the late civil war.

II. During said war the United States military forces, under proper authority, took from said decedent, in the parish of Pointe Coupee, State of Louisiana, quartermaster stores and commissary supplies of the kinds described above, which were then and there reasonably worth the sum of four thousand one hundred and fifteen dollars ($4,115), for which no payment appears to have been made.

III. It appears from the evidence that an effort was made in July, 1874, to present this claim to the Claims Commission established by the act approved March 3, 1871, which effort was made after the expiration of the time allowed by law for filing of claims before said Commission, and it also appears that a further effort to present this claim was made in 1879, and that claimant's decedent had no knowledge of the law limiting the time for filing claims before said Commission. These facts are reported as bearing on the question whether there has been delay or laches in the presentation of said claim.

IV. The claimants, Antoine Decuir, Joseph Auguste Decuir, and Rosa Decuir Macias, are the children and only heirs of said Antoine Decuir, deceased, the person who owned the property above mentioned at the time of the taking.

By THE COURT.

Filed May 21, 1906.
A true copy.
Test this 7th day of June, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS } SENATE { DOCUMENT
1st Session } { No. 484

# REPORT

ON

# TRADE CONDITIONS IN CHINA

BY

HARRY R. BURRILL and RAYMOND F. CRIST
SPECIAL AGENTS OF THE DEPARTMENT OF COMMERCE AND LABOR

TRANSMITTED TO CONGRESS IN COMPLIANCE WITH THE ACT OF FEBRUARY 3, 1905, AUTHORIZING INVESTIGATIONS OF TRADE CONDITIONS ABROAD

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JUNE 11, 1906.—Ordered to be printed

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WASHINGTON
GOVERNMENT PRINTING OFFICE
1906

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DEPARTMENT OF COMMERCE AND LABOR,
OFFICE OF THE SECRETARY,
*Washington, June 11, 1906.*

SIR: I have the honor to transmit herewith reports on trade conditions in China submitted by Special Agents Harry R. Burrill and Raymond F. Crist. These reports cover conditions in northern and southern China, and are transmitted to the Congress in pursuance with the act approved February 3, 1905, authorizing the employment of special agents to investigate trade conditions abroad with the object of promoting the foreign commerce of the United States.

Very respectfully,

V. H. METCALF, *Secretary.*

The PRESIDENT OF THE SENATE.



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# TRADE CONDITIONS IN SOUTHERN CHINA

By HARRY R. BURRILL



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# LETTER OF SUBMITTAL.

WASHINGTON, *May 10, 1906.*

SIR: I have the honor to submit herewith a report covering my investigation of trade conditions in China.

In accordance with instructions, my inquiries were especially directed toward the position occupied by the United States in the markets of the Empire and the steps necessary to insure a greater development of American commerce in the Far East. A careful study of the general conditions obtaining from Chefoo in the north to Hongkong and Canton in the south indicates trade opportunities that no manufacturing country can well afford to ignore. If the exporters of the United States desire to participate in the benefits of the expansion, apparently inevitable within the next five years, they will find in the appended report some suggestions which, it is believed, will be of use.

Broadly speaking, up to this time only the surface of the trade with China has been scratched, but foreign importers are now gradually extending their business that they may reach the great consuming masses of the interior. The requirements of this vast market, now in the process of development, should be thoroughly investigated by American exporters with a view to manufacturing for the native millions the goods they demand at a price they can afford to pay.

It will require time and money to obtain the necessary technical details, but manufacturers for the export trade will find the expenditure a profitable investment, resulting, it is reasonable to assume, in the establishment of trade relations capable of enormous expansion.

Respectfully,

HARRY R. BURRILL,
*Special Agent of the Department of Commerce and Labor.*

The SECRETARY OF COMMERCE AND LABOR,
*Washington.*



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# SOUTHERN CHINA.

## EXTENT AND POSSIBILITIES.

China, with its magnificent trade possibilities, has attracted the attention of the world, and manufacturing countries, anxious to participate in and benefit by its commercial growth, have carefully studied conditions with a view to exporting to the Orient the commodities required by the Chinese consumer. While in the last half-century gratifying progress has been made in the expansion of the world's trade with China, it is capable of demonstration that notwithstanding the efforts put forth the surface has thus far merely been scratched and that the opening of new territory, hitherto closed to commercial invasion, will blaze the way for the establishment, maintenance, and expansion of a vast business with the natives of the interior.

China is awakening, and, while the newly aroused national spirit contemplates the future control so far as practicable of the railway and waterway systems and other great enterprises for the development of her natural resources, it does not preclude nor does it discourage the advance of foreign commerce so long as it moves along legitimate lines. The trade of to-day is but a fraction of the figure it will eventually reach, for it is still restricted to the treaty ports, with of course the natural movement of foreign commodities to the interior through Chinese merchants. Conditions now indicate that the period of exclusiveness, and to a greater or less degree suspicion and distrust, is passing, and that the natives in the distant provinces are beginning to realize that profitable business relations may be established with foreigners without causing them to lose "face," or in other words subject them to the contempt of their own race. To those who understand the Chinese character this is a distinct and significant gain in the exploitation of new commercial fields and the development of virgin territory, for it indicates that a breach has been made in the wall of native prejudice through which the army of commerce may now pass.

## MASSES MUST BE CATERED TO.

According to the latest available statistics the population of the Chinese Empire approximates 432,000,000, of which possibly 3,000,000 constitute what may be termed the better class, including the nobility,



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literati, gentry, officials, and larger merchants. Slowly but none the less surely these Chinamen, representative of the intelligence, culture, and wealth of the Empire, have in a measure discarded their oriental narrowness and developed an appreciation of the merit of articles of foreign production. As a natural consequence the market for various commodities has expanded materially, but it is to the masses, numbering practically 430,000,000, that the manufacturers must cater in order fully to realize and enjoy the vast possibilities of the Chinese trade. Japan, Great Britain, Germany, and to a less extent other European countries, have recognized the necessity of studying the purchasing power and preferences of the poorer classes and of producing goods that can be laid down in China at prices within their reach. It must be admitted that American manufacturers have thus far paid too little attention to this exceedingly important phase of the trade with the Orient. If it be their desire and intention to compete successfully with the nations of Europe and with Japan, and assume their proper position in the trade conquest of China, they must defer to the whims, the prejudices, the likes, and the dislikes of the Chinese and abandon all efforts to force upon them commodities for which no demand can be created. By curbing the disposition to regard the Chinese Empire as a fit dumping ground for undesirable and unsalable goods American manufacturers and exporters can beyond question become important factors in the trade expansion of the near future.

### IMPORTATIONS INCREASING.

It may be predicted with confidence, assuming that normal conditions prevail, that each succeeding year will show a substantial increase in the purchase of foreign-made goods by the masses of China, and a gradual expansion of the purchasing power of the poorer classes may with equal certainty be prophesied. The establishment of manufacturing plants in various parts of China has been largely instrumental in increasing importations, for with factories in operation the consumption is necessarily enlarged and more money is placed in circulation, all of which accrues to the benefit of exporting nations. Trade is stimulated by wealth-producing industries, and as China advances as a manufacturing nation, as she certainly will under the stimulus of successful ventures already made and the growing disposition to supply, in part at least, the demand for manufactured articles from her own factories, her trade relations with other countries will show a steady and consistent expansion.

### AMERICANS NEGLECT OPPORTUNITIES.

The Empire, comprising one-twelfth of the land area and approximately one-fourth of the population of the globe, to a comparatively recent date has declined to enter into commercial intercourse with for-

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eigners other than such as could not be avoided without working a hardship on her own people. Western ideas and methods by continuous assault on the trade gates of the Empire, barricaded by centuries of prejudice and distrust, have, however, at last broken down the defenses, and the last few years have been marked by extraordinary commercial development. In this all nations have participated, but the United States, by reason of her geographical position, should have benefited to a far greater extent than she has. As compared with European competitors, the American manufacturers are far more advantageously situated for placing their goods on the market of the Empire, but the expansion of our trade does not indicate that these advantages have been properly utilized. Wherever the fault may lie it is certainly not a difficult one to correct, and in view of the splendid trade opportunities presented it would be little short of a national blunder for our exporters to permit other countries to preempt this great commercial field and reap the golden harvest which energy, foresight, and preparedness would easily win for Americans.

## IMPORTANCE OF EARLY ACTION.

American goods of all descriptions should be on the ground now, so that their distributors may be able to take advantage of the expansion of trade with the masses of the interior, that they may not be left at the post when this race for the great prize of the Orient really begins. It is of the highest importance to a manufacturing country that her products be among the first to command the attention of the Chinese consumer, for when a commodity has once been firmly established on the market and its standard is conscientiously maintained it is extremely difficult to dislodge it even though the article offered may be of superior quality and less expensive. The Chinese are peculiarly tenacious of their preference for an established "chop" or trade-mark, which guarantees, or should guarantee, the quality of the commodity, and the manufacturer who disregards the integrity of his "chop" disappears as a factor in the trade, at least so far as that particular commodity is concerned. It is apparent, therefore, that in the development of new territory there should be no delay in the introduction of American wares. It is in fact a prime requisite to proper representation in the market, and any other method entails a long, tedious, and not infrequently unsuccessful, campaign against similar goods already firmly intrenched.

## TREATY PORTS AND LIKIN.

There are certain fixed limitations under which foreign trade with China must be conducted and with which American manufacturers may be unfamiliar. Foreigners are not permitted to carry on business wherever they may desire in the Empire, and the restrictions are



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fully as pronounced now as they were a decade ago. True, through the operation of treaties and other agencies, the number of treaty ports has been increased to 36; some of these, however, are only partially opened to trade. The Empire, generally speaking, is closed to foreign commerce, and it is only at the following-named ports that a foreigner may transact business:

| | | | |
|---|---|---|---|
| Kiukiang. | Chungking. | Fuchau. | Kiaochau. |
| Wuhu. | Chinkiang. | Samshui. | Yochow. |
| Nankin. | Wenchow. | Lappa. | Changsha. |
| Ningpo. | Kongmoon. | Chingwantao. | Hankau. |
| Canton. | Kowloon. | Chefoo. | Hangchow. |
| Kiungchau. | Szemas. | Shasi. | Swatow. |
| Mengtsz. | Tientsin. | Soochow. | Pakhoi. |
| Tengyueh. | Ichang. | Amoy. | Lungchow. |
| Niuchwang. | Shanghai. | Wuchow. | Santuao. |

Several of the largest and most important cities in the Empire are not yet open to foreigners, but it is fair to assume, judging from the present attitude of Chinese merchants and officials and the tendency generally to commercial expansion, that within the next five years large trading centers in the interior will be thrown open, affording more direct business connections with the masses.

## COST OF INTERIOR TRANSPORTATION.

It must be remembered, however, that goods entering an open port are, generally speaking, subject only to a 5 per cent duty and afford the provincial authorities practically no revenue whatever. When foreign goods are distributed from ports of entry to the interior, without a transit pass, and frequently in spite of the pass, they become subject to likin, a native tax, unauthorized and indeed prohibited under treaty regulations, but nevertheless in active operation along the water transportation routes. There is apparently no limit to likin taxation, and, as a rule, the amount collected is as high as the traffic will bear. This condition affects the importer indirectly, but none the less forcibly, for this addition to the cost of transporting goods to the interior is finally paid by the consumer, and to that extent at least lessens his purchasing power.

Under commercial treaty regulations importers may receive foreign goods at the open ports, and after paying the 5 per cent duty may transship to the interior on the payment of an additional customs charge of 2½ per cent. This is called the transit-pass system and was designed to supersede the likin tax, but it has proved ineffective so far as correcting the abuse is concerned. The Chinese shipper may pay the additional 2½ per cent to the Imperial Maritime Customs, and armed with his transit pass dispatch his goods inland, but at the first likin barrier his shipment is probably held up until local authorities are

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satisfied that they have relieved him of as much money as he can stand. The likin tax is one of the abuses of China which must of necessity gradually disappear, but until its complete suppression it will continue to constitute a serious menace to the expansion of trade with the interior.

## INTERNATIONAL COMPETITION.

### POSITION OF THE UNITED STATES IMPROVING.

The position of the United States with regard to trade in China is steadily improving, although possibly not with the rapidity which our natural advantages would warrant. Great Britain retains a commanding lead in commerce with the Chinese Empire, while Germany is steadily increasing her exports under the impetus of her unexcelled system of gathering and disseminating valuable trade information. Japan is another important factor, and it is predicted that within the next five years she will gain rapidly on her competitors for reasons explained elsewhere in this report.

The Monthly Summary of Commerce and Finance of the United States, December, 1905, shows that in our principal commodities the United States in 1905 exported to the Chinese Empire 121,390 barrels of flour, valued at $445,053, and to Hongkong, the great flour market of the Orient, 789,732 barrels, valued at $2,903,884; cotton piece goods, Chinese Empire, 562,732,721 yards, valued at $33,514,818, and to Hongkong, 455,675 yards, valued at $63,047; mineral oils, Chinese Empire, 76,968,639 gallons, valued at $6,485,587, and to Hongkong, 10,197,600 gallons, valued at $956,393.

### COMPETING NATIONS.

For purposes of comparison, the latest complete figures available, indicating the value of imports into and the exports from the Chinese Empire for the years 1895 and 1904, are shown in the tables on page 19. The countries selected are the United States, Great Britain, Germany, France, Japan, and Hongkong. The necessity for including Hongkong is apparent, because although a British colony it is a port of entry and distributing center for enormous quantities of goods imported for Chinese consumption, and is separately designated in customs statistics. The percentage of increase in the value of American goods exported to China is 413 per cent, giving her in that respect a commanding lead over her principal trade rivals. While this percentage of increase shows a gratifying expansion, too much importance should not be attached to it, for in 1904 the total imports from the United States constituted only 9.8 per cent of the imports from the United States, Great Britain, Germany, France, Japan, and

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Hongkong, as against 3.3 per cent in 1895. This is of course a healthful, and it might be called a vigorous growth, but all of our leading competitors show a large percentage of increase in their trade during the last ten years. With advantages of location second only to Japan our commerce should have shown a far greater proportionate increase.

### JAPAN AND GREAT BRITAIN.

Japan's trade with China has increased 161 per cent in the last ten years. With her emissaries scattered broadcast throughout the Chinese Empire spreading the gospel of Japanese trade advantages, and with a paternal government aiding in every way possible the commercial ventures of its subjects, it may be safely assumed that the next decade will show a wonderful increase in Japan's commerce with her neighbor. Great Britain, for years a dominating factor in the trade of the Far East, has increased her commerce with China during the last ten years 50.9 per cent. Conservative business methods, catering to the requirements of the trade, the popularity of her "chops," long established on the market, and energetic efforts to introduce her commodities are largely responsible for the expansion of her already splendid commerce. She is so strongly intrenched that her position would at first glance appear unassailable, but in the north she has been compelled to beat a partial retreat because of the constantly increasing importation of American piece goods. In the south, however, with Hongkong as a distributing point, English commodities make a remarkable showing, and their popularity may be a difficult but not by any means impossible task for American manufacturers to overcome.

### GERMANY AND FRANCE.

The exports of Germany to China have steadily increased during the past decade by reason of her admirable system of gathering information valuable to German manufacturers and shippers and available only to German subjects, her careful attention to the needs of the market, her venture into the field of novelties, and her methods of disposing of her products. Germany's acquisition of a part of Shantung province has proved valuable in the expansion of her trade, and encouragement of a substantial character from the home Government has enabled German merchants in the Far East to prosecute their business enterprises along far less conservative lines than their trade competitors, with the possible exception of Japan.

While the imports from France show an increase in the last ten years of 155 per cent, the volume of trade is greatly restricted in comparison with the other countries under discussion. In 1895 she exported goods valued at $598,000, and in 1904 her exports amounted to $1,125,000. This comparatively insignificant showing is explained

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partially by the fact that France fails to manufacture goods suitable for Chinese consumption, though the increase in the last ten years would apparently indicate that she is slowly awaking to the needs of the market.

IMPORTS INTO CHINA IN 1895 AND 1904.

| Imported from— | 1895. | 1904. | Increase. |
|---|---|---|---|
| | | | *Per cent.* |
| United States | $3,967,000 | $20,368,000 | 413 |
| Great Britain | 26,455,000 | 39,940,000 | 50.9 |
| Germany (including Hongkong) | 8,428,000 | [a] 12,578,000 | 49.2 |
| France | 598,000 | 1,525,000 | 155 |
| Japan and Formosa | 13,395,000 | 35,015,000 | 161 |
| Hongkong | 68,701,000 | 98,477,000 | 43.3 |

[a] In addition to the above figures, Germany exported in 1904 $1,708,000 to Hongkong and $1,801,000 to Kiaochau.

EXPORTS FROM CHINA IN 1895 AND 1904.

| Exported to— | 1895. | 1904. | Increase. |
|---|---|---|---|
| | | | *Per cent.* |
| United States | $11,983,000 | $18,907,000 | 57.7 |
| Great Britain | 8,235,000 | 10,658,000 | 29.4 |
| Germany (including Hongkong) | 4,401,000 | [a] 8,173,000 | 85.7 |
| France | 26,480,000 | 34,427,000 | 30 |
| Japan and Formosa | 11,546,000 | 26,515,000 | 130 |
| Hongkong | 42,669,000 | 60,627,000 | 42.1 |

[a] In addition to the above figures, Germany imported in 1904 from Hongkong $46,000 and from Kiaochau $9,000.

## INCREASE OF CHINA'S EXPORTS.

China's exports to the countries under discussion show in every instance a gratifying increase. It will be seen, however, that with the exception of France the balance of trade is against the Empire. The total value of imports into China for consumption in 1895, according to the Monthly Summary of Commerce and Finance of the United States, was $134,610,000 and in 1904, $240,154,000. The value of the exports from China in 1895 and 1904 was $112,341,000 and $167,162,000, respectively. This shows that the imports have increased 77.7 per cent during the last ten years and the exports 48.8 per cent.

## NATIVE COTTON AND MANUFACTURES.

### SUPERIOR QUALITIES—MARKETS SUPPLIED.

China produces large quantities of cotton, but it is mostly of inferior quality because of improper cultivation, and the native growers after selling their crop have a habit of adding foreign matter to the cotton, which increases the weight, but materially decreases the value. This is a common practice among the planters. Japan is the principal importer of Chinese cotton. From September, 1905, to January 7, 1906, there were exported from China to Japan 577,389 piculs (133⅓

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pounds to a picul). The markets that buy cotton from China, in addition to Japan, are Antwerp, Bremen, Genoa, Hamburg, Havre, Hongkong, Liverpool, London, Kiaochau, Marseille, and Trieste. Tungchow cotton is the best produced by China and may therefore be designated as No. 1; Kajoa, No. 2; Taichong, No. 3; Shanghai, Nos. 4 and 5, and Ningpo, No. 6. Approximately 15 per cent of the total crop is consumed in China for the manufacture of yarn.

The total exports of native goods in 1904 amounted to $158,061,000, a creditable showing, but capable of enormous expansion if the masses of southern China could be imbued with a spirit of energy and ambition. In certain provinces there is unquestionably a discouraging feebleness of character due, it is charged by those thoroughly in touch with the situation, to opium and ignorance. It is difficult to comprehend how China, paying heavy indemnities and with her imports for years exceeding her exports, can stagger along under such adverse conditions, but she has demonstrated her power to do so in the past, and there appears to be no apprehension concerning her ability to do so in the future.

## BUSINESS METHODS AND FINANCE.

### THE CREDIT SYSTEM AND CASH SALES.

In discussing trade possibilities it is necessary to consider the constantly improving methods of transportation which will facilitate the movement of goods to the great masses of the interior and develop the natural resources and increase the purchasing power of the natives. We must also examine the business methods, banking, currency, the guilds, "squeeze," Chinese peculiarities and eccentricities, customs regulations and other limitations found in the prosecution of trade in order that our exporters may fully understand existing conditions.

The method usually employed by American exporters in transacting business with the importers at Chinese ports is cash against documents, which means practically a cash transaction, allowing the importer no opportunity to dispose of his cargo before he is obliged to pay for it unless ordered under a contract. Another system is for the home office to pay cash for the goods and draw a sixty or ninety days' sight draft on their representatives in China. The goods are under the control of the banks until the drafts are paid or satisfactory arrangements for their future payment are made. In the event of the failure of the consignee to take care of the draft the bank may dispose of the goods by auction or otherwise.

Credits are frequently extended by German exporters, which, it must be admitted, occasionally result in loss. The credit method, however, affords not only encouragement but accommodation to

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German merchants in China and enables them to take greater chances with the market.

English exporters usually pursue a safe, conservative, course with their representatives. The usual method of financing orders is for Manchester, for instance, to draw upon Shanghai at from sixty days to four months sight, and in extreme cases six months sight, all depending on the standing of the merchant engaged in business. Interest at the rate of 6 per cent is added from the date of the bill to the date of return of the funds to England. As a rule a documentary credit is arranged on terms as above, with the banks doing an Eastern business. Under this system a merchant may make partial deliveries of goods shipped, the bank accepting pro rata payments. He is also permitted to retire his draft before the due date and interest will cease on the day he settles.

### SALES FOR CASH.

Sales to the native merchants are usually made for cash except in infrequent cases, when the comprador of the importer guarantees the account, accepting full responsibility for its payment. Instances may be cited, however, where on the representation of a reliable native customer that he is temporarily short of cash and desires credit for a bill of goods, he has been accommodated with the result that he has met his obligation at the time specified. Commercial integrity is regarded as a valuable business asset by the Chinese merchants, and it is very rarely, barring unforeseen financial embarrassments, that he defaults in settlement and thus loses the confidence of his foreign and native trade associates. The guilds also help to maintain the solvency of the native merchants when they may be in temporary financial distress. The foreign business men of China regard the system now in operation as a good one, and while it may work a hardship in some cases it is apparently a safe and sound plan to follow.

### FLUCTUATIONS IN CURRENCY.

The all-important money question of China has been so exhaustively investigated and explained by Professor Jenks, and his recommendations have met with such universal commendation, that it would be useless iteration to dwell on the subject in this report. It is sufficient to emphasize the great need of stability and uniformity in the interest of satisfactory commercial relations with China. The present system evidently commends itself to the Chinese, who, through its operation, are permitted almost daily to indulge in the luxury of speculation and exchange, a form of gambling dear to the heart of every true Chinaman. The fluctuations in the price of silver, the variations of taels, different districts having a different standard, and the complications in the coinage of copper cash—the money of the masses—are

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all a menace to the transaction of business along safe and conservative lines. In this connection it may be interesting to note the recent enormous increase in the importation of copper into China. This was due to the possibility of unrestricted coinage of copper pieces, an operation virtually under the absolute control of the provincial authorities. While the multiplicity of mints threatened the debasement of the currency of the Empire, the central Government until recently left the question of production entirely to the viceroys of the provinces.

The Shanghai Chamber of Commerce investigated this question and informed the diplomatic corps at Peking that representations looking to the regulation of currency should be made to the Government. The chamber pointed out that as the Chinese provincial governments imagine they have a perennial source of income from the profit of the mints they might fail to grasp the dangers of depreciation because of over-issue. It was further suggested that if restrictions were not established foreign trade in China must inevitably suffer. In the report on the Trade of China and Abstract of Statistics, it is estimated that the output for 1904 approximated 1,745,000,000 copper pieces, and the Shanghai Chamber of Commerce declared that by 1906 if all the mints, new and old, were in operation the output would reach in round numbers 16,413,000,000 pieces. There are eighteen or nineteen mints now in operation in China, but although bankers and merchants have given the subject close study they find it extremely difficult to obtain through unofficial channels absolutely accurate information as to their present producing power.

There is no uniformity in the value of "cash," for in some provinces 1,200 or 1,300 can be bought with a Mexican silver dollar, while in an adjoining province possibly 800 cash only are regarded as the equivalent of the silver dollar. The tael, approximately 1 ounce of silver, is the standard of value in the larger commercial transactions, and, while it is the principal standard by which the Chinese govern their business, its value varies, according to locality and the price of silver, creating embarrassing complications.

### HAIKWAN TAEL.

The Imperial Maritime Customs of China, with a view to minimizing as far as possible the evils of the system, has adopted what is known as the haikwan tael for the payment of customs duties. The value of the haikwan tael is fixed arbitrarily at the beginning of each month and remains unchanged for that period, notwithstanding the fluctuations of exchange. While this plan unquestionably simplifies the business transactions of the importers, it can not be said to work any real or lasting benefit. As a matter of fact, during my stay in China the values of a haikwan tael and a Shanghai tael were never the same in any given

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month, the rates of exchange influencing from day to day the value of the latter while the value of the former remained stationary. An ingot of silver, worth approximately 10 taels, called the sycee, is frequently used in making large payments, and a shoe, so designated because of its resemblance to Chinese footwear, represents a value of about 50 taels. All are silver, however, subject to the vexatious and uncertain variations of exchange. The conditions of the monetary system consistently and insistently point to the necessity for its radical reform.

### PROFITS OF FOREIGN BANKS.

The foreign banks make in the aggregate large profits out of their depositors alone—legitimately, it is true, under existing conditions, but in a way somewhat unsatisfactory to business men accustomed to the simpler methods encountered at home. If a merchant desires to convert gold into Mexican money, the bank will quite willingly accommodate him, retaining its commission first, for transferring the gold into taels; and second, for transferring the taels into Mexican money. Reversing the proposition, the bank is entitled to its two commissions, and the transactions, from the view point of a layman, bear a resemblance to that popular pastime of the Chinese known to the initiated as "squeeze," to which reference will later be made. With the exception of the International Banking Corporation, a banking institution doing business under a United States charter, there are practically no American banks in China. As a matter of fact, it was difficult to find an American official in the various branches of this corporation, the positions being filled by British employees so far as I was able to discover. By this, no reflection whatsoever is intended on their ability, their courtesy, or their willingness promptly to dispatch business, but the employment of American banking officials instead of foreigners in a distinctively American institution would have a tendency at least to uplift American prestige in the Far East and possibly introduce live, up-to-date business methods, where, it must be conceded, they are needed.

In view of the large profits made in exchange in the payment of the Chinese indemnities and in business transactions generally, it would be interesting to know just how the various banking corporations of the Orient view a reform in the money system of China. That they would favor a change appears doubtful when the extraordinary success of their operations is considered.

As an illustration, the Hongkong and Shanghai Banking Corporation may be cited. Its shares, having a par value of $125 Mexican, are now quoted on the markets of China at $900 Mexican. It has a reserve fund of $18,500,000, and its immensely valuable property throughout the entire East has been so persistently written off that it now stands on the bank books at the absurdly low valuation of $1,038,849. This

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bank pays 5 per cent on fixed deposits for a year and is regarded by conservative business men as one of the safest banking institutions in the world. Germany, France, Russia, Belgium, and Japan, as well as the United States, are also represented by banking corporations, all of which have profited enormously because of and not in spite of China's monetary system.

### OPERATIONS OF EXCHANGE.

In a recent report H. B. Morse, an American occupying the position of statistical secretary of the Imperial Maritime Customs, discusses clearly and concisely the operations of exchange as applied to the Chinese Government, the importers, and the exporters. He writes in part as follows:

When the Chinese Government pays to the depository banks an installment of money on a due date, it is a popular belief that the silver so paid in is boxed and shipped in its original shape to the several powers in the proportion of their claims. The fact is that on the due date the Chinese Government becomes a buyer of bills for gold exchange. Now bills of exchange are like other commodities, the price depending on relative supply and demand. Importers of foreign goods buy exchange, paying here the silver they have received from selling the goods and receiving in foreign countries the equivalent in gold with which to pay the original cost; and exporters of native goods sell bills, receiving here the silver with which to buy the goods and repaying to the bank the proceeds of the sale in foreign countries. When the Chinese officials wish to buy exchange, they find that importers also wish to buy, and they both are competing for the bills to be sold by exporters. Suppose that on a given day the exchange is 7 taels for 1 pound sterling and that Chinese officials wish to buy bills for 1,000,000 taels and importers also wish to buy for 1,000,000 taels. If exporters on that day wish to sell bills for 2,000,000 taels, then the rate of exchange is unaltered, and the bank makes its profit from the difference between the buying and selling rates. But suppose exporters on that day have bills for 1,000,000 taels to sell, then the price goes up, as is the case always when demand exceeds supply. If the price goes up to, say, 8 taels for 1 pound sterling, the Chinese Government must still of necessity buy; perhaps half the importers must buy, while half may wait for more favorable exchange, and exporters who did not intend to sell bills at 7 taels may, if they can receive 8 taels, increase their sales from 1 million to 1½ million taels.

### NEW BANK NEEDED.

On the dates when indemnity installments are due, the rates of exchange almost invariably show a material increase, and this extra amount helps to swell the enormous profits of the banking corporations. American business men who are trading in China settle their exchange, and not an inconsiderable part of their profit finds its way into the coffers of foreign banking institutions. Business men of the Chinese Empire, who are not interested directly or indirectly in the prosperity of the banks, and who believe that their profits should be confined within reasonable limits, express the opinion that the establishment of a banking institution under proper regulations, whereby its notes would be redeemable at face value at any of its branches in the East, would be of vast benefit. If such a bank could be managed along the

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lines to which we are accustomed, eliminating practices legitimate perhaps, but expensive, and which would not be tolerated by the world of trade at home, they believe that the merchants of the Far East would gladly transfer their accounts to such an institution and insure its success from the start. This suggestion carries with it the incorporation of a bank with an American charter, manned by American officials with, of course, the necessary Chinese staff, and conducting business by American methods.

### NATIVE BANKS.

Comparatively little is known of the practices of native banks. In order to facilitate modern trade, however, the rules regulating the banking system are less stringent than they formerly were, but they are still sufficiently strict to insure safety and, so far as they can be understood and intelligently discussed, have been commended by occidental banking experts. While there is no law in China governing the organization and incorporation of native banks, they are, when established, surrounded by such safeguards as to warrant confidence in their stability. There are comparatively few bank failures in China, for the reason, perhaps, that the Government metes out summary justice to those in control if it be shown that their carelessness, or worse, was responsible for the disaster. While their banking methods are probably more cumbersome than those of the West, they accomplish the purpose desired, doing it in a way that leaves small foundation on which to base a complaint and apparently meeting the necessities of native business.

### POWER OF THE GUILDS.

In the prosecution of any business enterprise of whatever description in China the power and scope of the guilds must receive careful consideration. Thoroughly organized and managed, their membership including natives of a high order of intelligence, keen and alert to protect the interests of the members, they exert a controlling influence on trade. They are a recognized institution and an important factor in shaping commercial China.

The guilds are organized to protect, encourage, and promote the business interests of their members. A list of the various organizations would cover practically all the trade enterprises of the Empire. There are the Piece Goods Guild, the Tobacco Guild, the Jinrikisha Coolies' Guild, the Bankers' Guild, the Flour Guild, the Tea Guild, the Silk Guild, the Wheelbarrow Coolies' Guild, the Oil Guild, and various others, whose names are legion, corresponding in size and importance to the business enterprises which they are organized to foster and protect.

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Under their constitution they are empowered to examine the books of a firm for the purpose of discovering, if there be any question raised, whether that particular firm has contributed its pro rata share to the support of the guild. This of course is applicable only to Chinese business houses, for foreign firms would never consent to such proceedings. A guild may also settle disputes over money matters between its members, and this appeal to arbitration has the effect of preventing many cases from being taken to the courts. Various other rules governing the business methods of the members are in force and must be complied with under penalty of fine or expulsion, either of which work almost irreparable damage to the business of the member so punished. Full and free discussions of all matters relating to the several business enterprises represented in the guild are regularly indulged in and no interest, however trivial, is neglected or overlooked. It will thus be seen that the guilds exert a tremendous influence in the commercial affairs of the Chinese Empire and that no enterprise is too large or small to feel the weight of their displeasure or enjoy the benefit of their approval.

### ART OF BOYCOTTING.

The guilds are by no means novices in the art of boycotting, and have demonstrated, not infrequently, that to incur their enmity means commercial ruin. Their activity and rigid obstinacy in the American boycott indicated only too clearly their power, and it is safe to assume that they can tie up the business of any man, foreign or native, who runs counter to their wishes. It must be admitted in their favor, however, that their membership includes usually a majority of fair-minded and upright men who countenance a trade blow only when they believe themselves to be strictly in the right. The guilds, under normal conditions, can hardly be regarded as a menace to the successful operation of a business enterprise conducted by foreigners, for commercial relations between the foreign merchants and the native merchants, who are members of the guild, are so close that to disturb them would inevitably work an injury to both.

### COMPRADOR SYSTEM.

Unusual methods are employed in trade in the Far East, and perhaps the strangest is the use of the comprador, a Chinese agent through whom business houses deal with the native buyers. Opinions differ as to the advantages of this system, but careful inquiry indicates that the large majority of foreign merchants regard the comprador as an indispensable adjunct to their business relations with the Chinese. The comprador has reached his present commanding position through a system of development difficult to comprehend when viewed through Western eyes. Originally his duties were confined to buying supplies

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in the native markets, engaging servants, and other unimportant work designed to relieve his employer from petty details. He is now, as years have developed the system, all-important, and American firms trading in the Far East can not afford to ignore or belittle his power. A comprador is primarily a cashier handling the money received by the firm and making the disbursements. His duties are, however, in reality far more comprehensive, embracing a general supervision of the purchase and disposal of various commodities to the Chinese, loaning or borrowing money for the firm with which he is connected, supplying money when needed, if he be a partner in the business, and protecting it from the various abuses which obtain in Chinese commercial circles. He engages and pays the Chinese staff and handles the native customers, who seldom have direct communication with the foreign members of the firm. Usually under a heavy bond for the faithful discharge of his duties, the comprador is a man of ability and good judgment, whose knowledge of the business standing of the natives transacting business with his firm enables him to protect it from loss. Constantly in touch with the native merchants, his acquaintance with the needs of the market enables him to discriminate between salable and unsalable goods and thus prevent unprofitable investments. His knowledge of the Chinese is invaluable to his employers or associates in business, and, because either his own money or that of his bondsman is involved, if for no other reason, the comprador may usually be regarded as a man of tact, judgment, and energy, disposed to pursue conservative business methods.

Complaints are heard that the comprador is generally a "grafter" in our common acceptation of the term. He is accused of "squeezing" both his employers and the Chinese purchasers in the transactions in which he acts as a go-between. He is charged with demanding payment from natives for employing them and then retaining a part of their monthly wage as his commission. His perquisites have gradually grown to large proportions, but, as a usual thing, they are not unknown to the firm with which he is connected, and as a matter of fact they are frequently recognized as part payment of the comprador's salary. Business men admit, moreover, that the usefulness of the comprador more than repays them for his peculations, if they may be so called, and it may be predicted that as an important factor in trade his position is unassailable for years to come.

### INFLUENCE OF GRAFT.

Graft or "squeeze," as it is called in China, is not by any means confined to the compradors, for the practice is as prevalent among the natives as is ancestor worship. It is a recognized institution, annoying in the extreme to foreigners with their notions of honorable dealing and their contempt for petty theft, but if they transact business in



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China they will have to grow accustomed to it. The size of the squeeze is not of so much importance to the Chinaman, although, of course, the larger the amount the better for his personal needs. It is the mere fact that he has made his squeeze that gratifies him. This practice prevails in every line of business, in the household, in short everywhere and under all conditions. The highest and the lowest, the richest and the poorest, all indulge, and it is through this well-known weakness of the Chinese character that lucrative Government contracts are obtained by those who understand and are willing to take advantage of the situation. While the Chinese could instruct the world in the finer points in the art of grafting, it must be remembered that in the Far East it is regarded in an entirely different light than elsewhere. The elimination of squeeze, entailing the overthrow of a popular national institution, would deprive Chinamen of a system of revenue which it has taken centuries of practice to bring to its present state of perfection.

With a Chinese comprador and shroff, who handles the petty cash, and the native staff necessary satisfactorily to transact business, the foreign merchant may expect a squeeze of some kind from the beginning of the year to its close, but the losses incurred are not of sufficient size to alarm those who may contemplate the establishment of a new business enterprise in China. These are items quite properly chargeable to profit and loss and they have apparently worked no lasting hardship on the foreign firms now trading in the Chinese Empire.

## TREATY OBLIGATIONS AND CONCESSIONS.

### ADMISSION OF FOREIGN GOODS—VALUE OF CONCESSIONS.

All foreign goods must enter China through the treaty ports, but this does not imply that all treaty ports are situated on the coast, for more than one-half of the cities, so classed, are to be found in the interior. There are now approximately thirty-five treaty ports so located as best to facilitate trade between China and foreign countries, and those remote from the coast are usually accessible either by the natural or artificial waterways with which China is abundantly provided. Trade privileges accompany the opening of treaty ports, and it is safe to assume that the favorable attitude of the Chinese Government toward granting such concessions indicates that it is not averse to the extension of commercial relations with foreign nations. At these ports the residents of foreign countries transact their business with the natives, and with these ports as a base foreign importers are gradually extending their trade to the interior through Chinese associates. These Chinese are, of course, permitted to transact business in cities, towns, and districts closed to foreigners, and under their contract may be relied upon to develop their especial line of trade to the greatest possible extent.

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### EXTRATERRITORIALITY.

Under treaty obligations China has surrendered her right to jurisdiction over the person and property of foreigners on her land and waters, and they are no longer subject to the operation of the Chinese law. China is still responsible, however, for the protection of foreigners, notwithstanding the fact that the laws of other nations are in force within her territorial limits. With extraterritoriality in operation in the various treaty ports of China the interests of foreigners are well safeguarded, and it renders under ordinary conditions the investment of money in business enterprises comparatively free from risk. However much natives might be disposed to harass foreign merchants—and there are many who still resent the presence of foreigners as inimical to their interests and a menace to the welfare of the Government—serious trouble is infrequent, and business may be conducted with as little danger of interruption or disturbance as in our own country.

Under the favored-nation clause the United States, and in fact all nations having treaty relations with China, exercise judicial power through their consular representatives, who, when sitting in a judicial capacity, preside over what is known as the "consular court." Thus it may safely be said that the personal rights and property interests of all Americans residing in treaty ports are carefully looked after on all occasions and fully protected when the necessity arises. The Chinese Government chafes at an obligation which destroys part of her sovereign rights, and yet holds her to as strict an accountability as if she were in possession of those rights; but in China extraterritoriality is essential to the preservation of amicable relations, and is so recognized by all nations enjoying privileges and exemptions under the favored-nation clause.

### CONCESSIONS TO FOREIGNERS.

Treaty rights do not, of course, include an obligation on the part of the Chinese Government to grant concessions which enable foreigners to undertake the development of the vast natural resources of the Empire, and yet up to 1904 there was comparatively little difficulty experienced in investing capital in such enterprises, provided the proper authorities were approached in a proper way. Those opportunities were seized, and as a result railway, mining, and other valuable concessions were granted to foreigners, who in some cases conscientiously adhered to the terms of the contract and entered upon the work of development in a manner calculated to inspire confidence in the minds of the Chinese. Unfortunately, however, there were several marked exceptions where it became evident, not only to the native authorities but to observing foreigners as well, that the holders of concessions were absolutely indifferent to their specific obligations and were intent only on making money, regardless of right or justice.

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It is useless to discuss these flagrant violations of agreement in detail, for they are too well known to require comment. Suffice it to say that they gradually created in the minds of the Chinese authorities and the masses the impression that they were victims rather than beneficiaries under the prevailing system of western "high finance," and they resolved, so far as practicable, to take matters in their own hands. To this end they have already bought back valuable concessions, entered into negotiations for the return of others, threatened to take possession forcibly, if necessary, of those whose owners decline to sell, and have resolved to grant no further concessions to foreigners. They declare openly that they intend to develop their own country, so far as lies in their power, and while the financial condition of the Empire will to a great extent necessitate foreign aid the Chinese are firm in their determination to retain in the future the control of such enterprises.

### AMERICAN PRESTIGE CHECKED.

Probably one of the most valuable concessions ever granted by China was that of April, 1898, permitting American capitalists to construct a railroad between Canton, the important Chinese seaport of the south, and Hankau, the "Chicago of China," destined to be the greatest commercial center of the interior. The distance to be covered by the line was approximately 600 miles, passing through a rich agricultural section and tapping extensive coal and iron deposits. The highly productive interior to the west was tributary to the proposed road, and the enterprise was widely and justly regarded as one destined to preeminent success. To the Chinese its construction meant the rapid development of the splendid natural resources of the Empire, and no undertaking could have been started under more favorable auspices. The fiasco is history, and it dealt a serious blow to American prestige in China from which it will take many years to recover.

## TRANSPORTATION.

### RELATIVE ADVANTAGES OF ROUTES.

Freight rates and the time consumed in shipments of goods from American to Chinese ports are highly important factors in developing the markets. Competition is so keen between the products of American and European factories that the question of a few cents either way on the rate per ton exerts an influence that it might be difficult to understand at home. American manufacturers in order to be successful in the Chinese market must lay down their products at destination at a price that will enable them, if possible, to undersell, or at least to quote as low a price as the English, German, French, Dutch, or Japanese exporters. The American exporter has two routes to the Orient—one by the way of the Pacific coast and the other via the Suez

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Canal. It may be said that either is acceptable to the importer, but preference is given to the line quoting the lower rate and permitting of the delivery of cargo at the earlier date. Rarely can the two be combined, and therein lies an opportunity for improvement that could not fail to be of advantage to both the manufacturers and the transportation companies. Reasonably low freight rates, quick delivery, and careful service can assist in the development of a market, and it is apparent that a harmonious and equitable arrangement between the shippers and transportation companies would result in increased trade.

For the information of manufacturers and as a basis for comparison between the Suez and Pacific-coast routes the tariffs for principal exports are submitted.

In shipments from New York local railway freight charges are not included. The rate from New York to Hongkong, Shanghai, Kobe, and Yokohama is the same, but the length of time required for shipments to reach their destination varies somewhat, and in the past has created some dissatisfaction among the importers of the Orient. There are, however, now in operation four lines between New York and the Far East, which run annually at equal intervals twenty boats to China and twenty to Manila and Japan. This plan should obviate the difficulties which have hitherto obtained regarding the uncertainty of the arrival of freight, for it permits the shipment direct to China or the delivery of goods in Japan without the delay occasioned by calling at Chinese ports after leaving Manila.

### SUEZ ROUTE.

By the way of Suez from New York the freight rates on cotton piece goods per ton weight or measurement, at ship's option, are 22s. 6d.; general cargo (machinery, etc.), 32s. 6d.; on iron and steel products, plates, bars, rails, etc., from 20s. to 22s. 6d.; on oil, 30s.; on rosin, 27s. 6d.; on tobacco, $1.05 per 100 pounds, and on cigarettes, 55 cents per 100 pounds. Locomotives are shipped at a special rate approximating 35s.

In shipping to Tientsin, the rates on cotton goods are 15s. extra, and on general cargo 20s. extra.

The above list covers the principal articles exported from New York to the Orient via the Suez route, and the transportation companies have a schedule of sixty days to Shanghai.

### CONTINENTAL ROUTE.

The following outward-bound through Asiatic tariffs apply via the Canadian Pacific Steamship Line, Great Northern Steamship Company, Nippon Yusen Kaisha, Northern Pacific Steamship Company, Boston Steamship Company, Boston Tow Boat Company, Portland and Asiatic Steamship Company, Occidental and Oriental Steam-



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ship Company, Pacific Mail Steamship Company, and the Toyo Kisen Kaisha, in direct connection with the Atchison, Topeka and Santa Fe, the Canadian Pacific, the Great Northern, the Northern Pacific, the Oregon Railroad and Navigation Company, the Southern Pacific, the Union Pacific, and their eastern connections to Yokohama, Kobe, Nagasaki, Moji, Japan; Shanghai, Hongkong, China. These rates apply to carload lots. Higher rates are charged for less than carloads.

Beef or pork, pickled or mess, in barrels from Chicago and defined territories West, $1 per hundred pounds; beer, etc., from all points, $1 per hundred pounds; bicycles, boxed or crated, all points, $3 per hundred pounds; bicycles completely knocked down and crated, all points, $2.45 per hundred pounds; boots and shoes, all points, $1.75 per hundred pounds; butter or butterine in hermetically sealed cans, all points, $1.50 per hundred pounds; candles, all points, $1.25 per hundred pounds; canned goods, all points, 90 cents per hundred pounds; cement in bags or barrels, all points, 75 cents per hundred pounds; copper in bars or ingots, from Montana, 55 cents per hundred pounds; from Michigan, 60 cents per hundred pounds.

*Cotton piece goods.*—Any of the following-named articles, made wholly of cotton, when specific name of the article and name of shipper are plainly marked on outside of packages and stated in shipping order or bill of lading (marking or describing packages as containing "cotton piece goods" will not be sufficient), viz, calicoes, cambrics, glazed, flat (not including tracing cloth), canton or cotton flannels, cottonades, cotton crash, cotton prints, cotton damask, cotton jeans, cotton plush, cotton dress linings, cotton dress goods of domestic manufacture in the original piece, cotton warp, cotton duck (not otherwise specified), buckram, cotton shirtings, canvas, denims, drills, domestic checks, stripes, and cheviots, domestic ginghams, sheetings, silesias, ticking, and scrims:

| | |
|---|---|
| All points in State of New York and New England States, per 40 cubic feet | $11.25 |
| All points, except points in State of New York and New England States (expires June 30, 1906), per 100 pounds in carload lots | 1.10 |
| All points, except points in State of New York and New England States (effective July 1, 1906), per 100 pounds in carload lots | 1.25 |
| Buffalo, S. C. (expires June 30, 1906), per 100 pounds in carload lots | 1.19 |
| Buffalo, S. C. (effective July 1, 1906), per 100 pounds in carload lots | 1.34 |
| Cotton, raw, machine compressed in square or round bales, minimum carload weight 20,000 pounds, all points (rate includes compressing charge), per 100 pounds in carload lots | 1.35 |
| Cotton waste, machine compressed in bales, minimum carload weight 24,000 pounds, all points, per 100 pounds in carload lots | 1.35 |
| Cotton-seed meal, minimum carload weight 40,000 pounds (carried by special arrangement only), all points, per 100 pounds in carload lots | .75 |

Iron or steel, all points, 60 cents to 75 cents per hundred pounds, according to weight of piece; lard, all points, 85 cents per hundred pounds; leather, in rolls or bundles, all points, $10 per 40 cubic feet or in boxes or cases $1.25 per hundred pounds; liquors, all points, $1.15 per hundred pounds; machinery, all points, from 95 cents to $2.20 per hundred pounds, according to weight; milk, condensed or malted, all points, 75 cents per hundred pounds; oil, all points, 80 cents per hundred pounds; paper, all points, 52 cents per hundred pounds; pipes and fittings, all points, from 60 cents to 90 cents per hundred pounds, according to diameter; rails, Chicago and common points, $9 per ton, 2,240 pounds; sewing machines, all points, $1.25 per hundred pounds; soap, all points, 80 cents per hundred pounds; sugar, all points, $1 per hundred pounds; tobacco, manufactured, all points, $1.25, and unmanufactured from $1.50 to $1.75 per hundred pounds.

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### ARBITRARIES ON GENERAL CARGO.

The arbitraries on general cargo beyond Asiatic common points, applying via Hongkong, are as follows (the rates including 60 cents gold per ton for transshipping charges):

| Port. | Arbitrary. | Minimum charge from Hongkong. | Port. | Arbitrary. | Minimum charge from Hongkong. |
|---|---|---|---|---|---|
| Amoy (China) | $2.50 | $0.50 | Macao (China) | $2.40 | $0.50 |
| Canton (China) | 2.85 | .50 | Swatow (China) | 2.00 | .50 |
| Cebu (P. I.) | 3.50 | 1.00 | Taiwanfoo (Formosa) | 4.25 | .50 |
| Fuchau (China) | 4.00 | .50 | Tamsui (Formosa) | 4.25 | .50 |
| Haiphong (China) | 2.50 | .50 | | | |

The arbitraries to points beyond Shanghai are as follows (the rates including $1 gold per ton for transshipping charges at Shanghai):

| Port. | Arbitrary. | Minimum charge from Shanghai. | Port. | Arbitrary. | Minimum charge from Shanghai. |
|---|---|---|---|---|---|
| Chefoo (China) | $3.00 | $0.75 | Ningpo (China) | $2.00 | $0.75 |
| Chinkiang (China) | 2.25 | .75 | Taku (China) | 4.75 | .75 |
| Hankau (China) | 3.50 | .75 | Tientsin (China) | 4.75 | .75 |
| Kiukiang (China) | 3.50 | .75 | Weihaiwei (China) | 3.00 | .75 |
| Kiaochau (China) | 3.00 | 1.00 | Wuhu (China) | 3.00 | .75 |
| Niuchwang (China) | 3.25 | .75 | | | |

Shipments of cement, timber, and heavy weights for which special arrangements have to be made, should not be contracted beyond Shanghai, China, at a through rate of freight.

At the option of steamship lines freight destined to points for which arbitraries are provided via Shanghai, China, may be transshipped at Kobe, Japan.

The ports of Tientsin, Taku, and Niuchwang, China, are closed during December, January, and February, and Niuchwang is closed also during March. No shipments to be contracted which will arrive at port of transshipment during the months named.

The arbitraries to points beyond Yokohama are as follows (the rate including transshipping charge at Yokohama):

| Port. | Arbitrary. | Minimum charge from Yokohoma. | Port. | Arbitrary. | Minimum charge from Yokohama |
|---|---|---|---|---|---|
| Hakodate, Japan | $2.50 | $1.00 | Tokyo, Japan | $1.00 | ..... |

The freight rates from Manchester to Shanghai average 40s. to 46s. per ton, ship's option as to measurement. It will thus be seen that our exporters have an advantage over the Manchester mills in freight charges on goods destined for China, but a comparison of the trade in the Chinese markets in American and Manchester made commodities would apparently indicate that other conditions have interfered to prevent our home manufacturers from realizing to the fullest extent the benefits of a lower rate.

### GERMAN LINES.

The German mail steamship lines are subsidized, but in order to collect the subsidy they must make schedule time at the various ports

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of call. Unless they do so they are penalized, and the result is, barring accidents, the arrival of German cargoes in the Orient can be estimated almost to a day. This is of great benefit to German traders, for it enables them to assure their customers that they can depend on the delivery of an order at a certain time, and it is infrequently that delays are reported. If, for instance, a Chinese merchant requires goods which are made in both the United States and Germany, and from the importer of the German commodity receives the unqualified promise of delivery within sixty days and from the dealer in the American goods an assurance of delivery at some indefinite future date, it is not difficult to see where the order will be placed. The importer of the American product may expatiate on the excellence of the make and its superiority in point of durability to the German article, but the Chinese buyer, knowing the needs of the market, requires a quick delivery on schedule time, and the fact that the German goods may be of inferior quality receives, broadly speaking, but little consideration from him.

### DELAYS VIA SAN FRANCISCO ROUTE.

From San Francisco the Pacific Mail Steamship Line has its schedule for points in the Orient, and usually lives up to it, but vexatious and on their face apparently inexcusable delays in the arrival of cargoes were brought to my attention by merchants of Shanghai and Hongkong. Ships on this line having goods consigned to Chinese ports have not infrequently run counter to their schedule and sailed direct from Japan to Manila, cutting out the Chinese ports of call on the outward trip. It is true that on these occasions the officers of the liner have made efforts to transship the cargo destined for China at Yokohama, but this plan was unsatisfactory to the consignees, for it caused more or less delay at Yokohama, and instances have been reported where only a part of the consignment was transferred, the remainder going around by Manila and reaching its destination on the arrival of the Pacific Mail liner homeward bound. No doubt there were good reasons for this action, but it was none the less exasperating to the importers and harmful to trade.

### JAPANESE AIMS.

Much has been written recently concerning the intention of the Japanese ultimately to control in part the transportation facilities of the Pacific. That negotiations are on foot appears to be assured, but until some definite action be taken it is useless for the purposes of this report to speculate on the consequences. With regard, however, to the coastwise trade of China, it is apparent that Japan has entered the field with a determination to control it. The Japanese openly declare, according to the shippers of various ports, that they will carry freight

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cheaper than any other lines, even though the transaction results in a loss in order eventually to break down competition. They now have boats in sufficient numbers to handle all the coastwise business, and as they are assisted by a subsidy from the Japanese Government it seems reasonable to suppose that ultimately their purpose will be accomplished. Two years ago the Douglas Line was operating at a profit eight coastwise steamers. The company has withdrawn all but three, and these, it is reported, are running at a loss because of Japanese competition.

### COMMERCIAL CENTERS.

The various treaty ports of the Empire are to-day the commercial centers for merchants of all nationalities, among whom competition is noticeably keen for the establishment and maintenance of trade with the natives of the interior. The enormous volume of interior trade has in the past been handled with remarkable ease by means of the vast natural waterways and system of artificial canals and creeks. Innumerable native craft, heavily laden and operated by cheaper labor than can perhaps be found anywhere else on earth, transport goods to the far distant interior at a comparatively small expense to the dealer. Water transit is cheaper than land transportation, and with time an unrecognized factor among the natives in the ordinary transactions of life these cumbersome, slow-moving junks are as a rule regarded no whit inferior to the faster-going steam craft and certainly more economical. The advent of the railway, yet in its infancy, is to a certain extent effecting a wholesale change in the methods of transportation, and thus bringing the natives of distant provinces in closer and more frequent touch with the centers of distribution. Where sections of the country are inaccessible by water, goods are carried by junk as far as possible through this elaborate system of waterways and are then entrusted to coolies for transportation to their destination.

### NATIVE COMMON CARRIERS.

A Chinese coolie may appropriately be called a beast of burden, docile and possessing remarkable endurance, and his services are utilized to the fullest extent in transporting merchandise. His work is done either by means of bamboo poles slung between barrows grouped in pairs, or in case of heavier weight by the wooden wheelbarrow, which is loaded to its fullest capacity, and on the weight of the goods depends the number of coolies employed to push and pull the burden. It is obvious that the wheelbarrow can not be comfortably operated in mountainous districts, and for this purpose the pack mule, pony, or donkey is utilized. Whatever may be the method employed by the Chinese in the transportation of goods from distributing points to the distant consuming markets, complaints are infrequent of loss or damage in transit, and no more time is consumed than

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was a thousand years ago, and what satisfied their ancestors is good enough for the Chinese of to-day. The Chinese craft is usually the home of the owner and his family. They have no other habitation, and as all bear a hand in the work necessary in transporting goods it becomes a family affair, and explains in part the cheap rate obtainable by the shippers. Another important factor is the keen competition, which in China as elsewhere has a tendency to lower prices.

### RIVER TRANSPORTATION.

Lines of steamers ply regularly on the Yangtze River as far as Ichang and, when the depth of water permits, beyond that point. Boats leave Shanghai and Hankau every day in the week except Sunday, and are usually taxed to their full capacity both for freight and passengers. From the coast they carry to the interior imported goods for which there is comparatively urgent need, and from points along that great waterway they gather up products destined for export to all parts of the world. These steamship lines are under British and Chinese control, and while the competition is keen the difference in freight rates is so slight as to suggest at least amicable relations between the rival companies. Between Shanghai and Hangchow and Shanghai and Soochow there is steam communication, and also between Hangchow and Soochow, two large and commercially important cities, both rather inclined to an antiforeign sentiment. Between Hongkong, the great port of entry for southern China, and Canton and points beyond on the West River steamship lines run regularly, having boats in abundance to handle the enormous passenger and freight traffic of that territory. To points inaccessible for steamboats other means of transportation are found. The rates demanded by the coolies of the southern provinces are somewhat higher than those of central and northern China.

### COMMUNICATION WITH THE INTERIOR.

It will be seen that there are comparatively few difficulties attending transportation from the coast to the interior, and that they would offer no impediment to the successful extension of trade relations with natives living hundreds and possibly thousands of miles distant, provided there were no mistakes made in properly introducing the goods and subsequently in maintaining the quality fully up to the standard of the first shipment. The railroads already built in China have borne an important part in the development of the trade with the interior, and it is safe to assume that the construction of railway lines now contemplated under Chinese control will prove of inestimable benefit to both the import and export trade of the Empire. The Chinese now control the lines from Paoting-fu to Peking; from Peking to Tientsin, and from Tientsin to Shanhaikwan and Niuchwang, covering a distance of

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approximately 300 miles and tapping rich, populous, and progressive provinces. They also own and operate 65 miles of railroad in Hunan province connecting the Pinghsaing with the Siang River, a road of 11 miles to the Tayeh mines, and the Fatshan division of the Canton and Hankau railway, approximating 30 miles.

### RAILWAY CONSTRUCTION.

Up to the time of my departure from China these four railway lines, covering about 405 miles, were all that were under the control of and operated by the Chinese, but plans were well underway for the construction of new lines, upon which work is to be begun as soon as the capital necessary to finance them can be obtained. Railway officials, both native and foreign, connected with the Imperial Chinese Railway Administration, confidently predict that within a comparatively short time railway construction will have so far advanced as to be of practical aid in the development of the great natural resources in which China abounds. When transportation facilities can be had for the products of her vast coal fields, both bituminous and anthracite, an important problem will have been solved in the operation of factories and manufacturing enterprises generally. Instead of having to depend on Japanese coal for fuel, it will be possible to draw on the rich deposits of the Empire with a material reduction in cost and a saving in time. That this will be an important factor in stimulating the various new manufacturing industries already under consideration is regarded as assured, for the railroads thus far constructed have demonstrated in China, as they invariably have in other parts of the world, their usefulness in the development of industrial enterprises. The operation of these roads has also served to increase business, and since their construction there has been noticeable a slight expansion of the purchasing power of the natives.

### GOVERNMENT OWNERSHIP AIMED AT.

Chinese railroad officials are assured that the railroads projected can easily be put on a paying basis, and it is the desire of the Government to develop these enterprises along the lines adopted in Japan, which would mean practically government ownership. It is the avowed intention of the Chinese to construct their own railways in the future, and in pursuance of this policy no further concessions will be granted. If they can not raise the money necessary to prosecute the work themselves, their plans, already matured so far as is possible without entering into actual negotiations, contemplate the engagement of some railway construction company to build the road for which work it is to be paid outright. The Chinese Government intends that the construction company shall have no interest in the completed line other than as mere contractors, and that the control and operation of the road shall be vested exclusively in the Government.

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### FOREIGN OWNERSHIP.

The Belgians now control the 650 miles of railroad between Hankau and Paoting-fu, traversing the rich provinces of Hupeh, Honan, and Pechili and connecting Paoting-fu with the railroads extending northeast to Niuchwang and operated by the Imperial Chinese Railway Administration. The equipment of the Belgian road, as might be expected, was obtained from Belgium, just as the equipment of the Hankow and Canton railway might have been imported from the United States, had not that line passed from the ownership of American capitalists into Chinese hands. Great Britain controls the railroad running from Woosung to Shanghai, a distance of 11 miles, and also the Nanziang division of the Shanghai-Nankin Railway, now having about 10½ miles in operation. It is expected that the Shanghai-Nankin Railway will have completed its division to Soochow, a distance of 65 miles, by June of this year. The growing sentiment among the Chinese in favor of railway construction indicates a radical departure from the narrow, commerce-paralyzing prejudices of centuries and the dawn of an era of trade expansion difficult to comprehend by those unfamiliar with the vast resources of the Empire. In this expansion the American manufacturers should be ready to participate, and in this report are pointed out the steps necessary to accomplish that purpose.

In the development inevitable with the newly aroused commercial spirit the exporters of the United States will have only themselves to blame if they fail to extend to gratifying proportions their business relations with the Empire. This, of course, presupposes the ultimate abandonment of the boycott movement and the return to normal conditions.

## PERSONAL REPRESENTATIVES.

### IMPORTANCE AND VALUE OF RESIDENT AGENTS.

China, with normal conditions restored, presents trade opportunities so vast and so remunerative that an investigation of the possibilities should move American manufacturers, exporters, and merchants to extraordinary efforts to obtain the share that rightfully belongs to them. They have natural advantages which, if properly utilized, will be of great assistance in the expansion of our trade, but they must go after the business for it will never seek them, and now is the time to do it. In this connection a few suggestions relative to the requirements of the markets of the Orient and the methods best calculated to insure business success are pertinent.

The testimony of business men and a careful investigation of existing and prospective trade conditions demonstrate clearly that personal representation is the keynote of success. An American manufacturer desiring to establish his particular line in the markets of China

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should intrust his business to a competent, experienced, and practical American whose own interests are so closely identified with those of his employer that every effort will be directed toward the expansion of trade. The push, enterprise, and ability, inseparable from business success at home, should at all times characterize his work in China and live up-to-date American methods should at all times prevail. Samples are useful and necessary in many instances, but a stock of goods is infinitely preferable. The Chinese merchant wishes a "look see," and if he finds what he wants at a price he can afford to pay the transaction is ended then and there by the delivery of the goods and payment therefor in cash. In large orders the forward contract is essential, but this would in no way conflict for the samples carried by the American representative would enable the Chinese buyer to make his selection and contract for the delivery of the goods at a future date. The Chinese naturally wish to see the goods they are purchasing, and catalogues, unless printed in both English and Chinese, and with full explanations of the cuts, are just about as useful as the fifth wheel of a coach. Furthermore, the Chinese buyer wants to know what an article will cost in dollars and cents, and to show him a list price with the explanation that there will be an allowance of 40, 10, and 5 off enlightens him quite as fully as a passage from the Greek Testament would a Sioux Indian.

### AMERICAN AGENTS NEEDED.

In the exploitation of new fields and the opening up of new territory the personal representative would be on the spot ready to take advantage of every opportunity presented. It is safe to assume that a live American, backed by a house that executed his orders promptly and carefully, would be in the advance guard of commercial invasion. With the power to expend money judiciously for advertising purposes and to form commercial alliances with trustworthy Chinamen in order to promote trade with the natives of the interior, his usefulness would be evident from the start and would increase as time passed. Is it not reasonable to suppose that an American agent would represent American goods far more satisfactorily than an Englishman or a German? In the various treaty ports of China may be found British and German firms representing American manufacturers simply for the reason that there are no Americans there to act in that capacity. In addition to handling American goods these English and German firms sell similar goods, manufactured in England and Germany, respectively, and there can be no uncertainty as to what commodities will be pushed. By this no reflection is intended, for my experience with the foreign merchants of the Far East demonstrated their scrupulous regard for business integrity, but human nature is much the same the world over, and with every intention of

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affording equal opportunity the Englishman will, if he can, sell English goods, the German will sell German goods just as the American would, under similar conditions, sell American goods.

### CLOSE TOUCH WITH MARKET.

Another important point in favor of a personal representative is his ability to keep in close touch with the market, and by so doing inform his employer promptly and in detail of the requirements of the native consumer. We must give the Chinese what they want and not what we think they should want. An agent on the ground would know what goods would be salable and what could not be disposed of however favorable might be the price and superior the quality. It may be set down as an incontrovertible fact that American manufacturers must cater to the Chinese trade and any other method will, in the majority of cases, result in complete failure. At best only partial success could result from the most determined attempt to force goods on the market. American manufacturers are careless in filling orders according to specifications, a fault that should be remedied at once. The importer in China enters into a contract with the native buyer to supply him with certain goods made in a certain way at a certain price. Complaints are frequent that the exporter fails to ship the goods according to the instructions received from his representative in China, and the result is not only a loss on that particular consignment but it creates in the mind of the Chinese buyer a feeling of distrust and suspicion extremely difficult to remove. One such mistake is far more harmful to trade than it is possible for our home manufacturers to realize, and the slightest deviation from specifications should always and under all circumstances be avoided.

### ADHERENCE TO CONTRACT.

The terms of the contract entered into between their representative in China and the native merchant as to the time of delivery should always be carried out. The importance of this can not be overestimated, for upon the prompt arrival of the cargo depends the ability of the importer to keep faith with his customer, retaining in that way his confidence. It should certainly not take the manufacturer at home any great length of time to ascertain, after receipt of an order, whether he can fill it according to specifications and at the time required. If it can not be done, he should at once cable his representative to that effect and thus avoid unpleasant complications. A case, one of many brought to my attention which might be cited, indicated unpardonable carelessness on the part of the home manufacturers. A consignment of goods had been ordered for delivery on or about January 15. Ample time had been allowed for the manufacture and shipment, either by the Pacific coast or Suez, and the exporter

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had accepted the contract with a full understanding of its terms. On January 12 a cable was received by the representative in China announcing that one-half of the order would be delivered about March 1 and the remainder might be expected six weeks or two months later. The explanation vouchsafed was the demand of the home market, which kept the factory busy to the exclusion of foreign trade. It is not difficult for a business man to realize how grave a menace such contempt for ordinary fair dealing is to our commercial relations with China.

### MARKETS SHOULD BE HELD.

The home market is evidently of sufficient size to consume, in many instances, the output of our factories, but if our manufacturers attempt to develop an export trade only to neglect it when the home demand is great enough to keep their factories running full time in order to supply it, the result is too obvious to require discussion. By declining to fill an order from China because by so doing they would jeopardize a sale at home American manufacturers not only lose that particular Chinese customer, who has placed his order with their representative, but they endanger all future transactions in that especial chop, for it is certain that their action will become known and widely criticized among the native merchants. No greater mistake could be made than to use the Chinese market as a makeshift, and any manufacturer of the United States might as well abandon the field if he enters it with that purpose in view. The development of the markets of China depends on the ability of the importer to supply within a reasonable time the demands of the native consumers, and this is impossible if the mills at home decline to entertain orders because of temporarily heavy sales in the United States.

## PACKING.

### LESSONS THAT SHOULD BE STUDIED.

Why American shippers should be so indifferent to the importance of proper packing is difficult to understand. Goods shipped from the United States to China frequently arrive in such a condition as to render them wholly or in part worthless, and this is largely attributable to carelessness in not affording sufficient protection against the rough handling incident to the railway and steamship journey. In practically every report dealing with special commodities that I have transmitted attention has been called to the careless methods of packing, but this vital mistake can not be too strongly or too frequently emphasized if we desire to maintain and develop the markets of China. Shippers should take into consideration the necessity for packing of great strength and durability when goods are consigned to a market

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10,000 miles away. The protection afforded for a short or long railway haul within the limits of the United States is entirely insufficient to land them in China in an undamaged condition, and the sooner this fact is realized and acted upon the better it will be for our trade in the Orient. Attention has been directed to the best methods of packing various commodities, and those suggestions were based on the experience of practical business men who have suffered inconvenience and loss through the neglect of the manufacturers at home.

### EUROPEAN METHODS.

The English manufacturers and the shippers of continental Europe have to a gratifying degree solved this important problem, and their goods, especially those from Great Britain, reach their destination in a satisfactory condition. In the past, when the packing of their goods was insufficient properly to protect them in their long journey, the shippers were so informed by their representatives in China and they promptly adopted improved methods. That one precaution alone has strengthened them wonderfully in the markets of the Orient, and it is inexplicable that our exporters do not act with equal promptitude and business sagacity on the recommendations of their agents. A Chinese merchant now knows that goods ordered from Europe will, barring accident, reach him in a satisfactory condition, and he is quite as well aware that he takes long chances on American shipments. Losses by damage are of course made good, but that has no bearing on the question. If the goods shipped from the United States were adequately packed, there would be comparatively few instances where damage would be sustained, and vexatious complications arising out of appraisements and settlements would in a great measure be avoided.

### TRANSPORTATION COMPANIES NOT BLAMELESS.

In this connection it must be admitted that the method of handling goods by the transportation companies should be improved. More care ought to be exercised by both the rail and steamship lines, which are unquestionably responsible in part, at least, for the arrival in China of goods in a damaged condition. Although this difficulty could be minimized by more careful packing this affords no excuse for improper and careless handling of freight. Complaints are frequent too that delays often occur in transshipment at the Pacific or Atlantic coast ports, which render it impossible for importers to make deliveries at the time named in the contract, constituting another element of danger to our trade. Exporters and transportation companies are both vitally interested in the maintenance and development of our trade with China, and it seems incomprehensible that they should neglect any precaution calculated to promote it.

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## PORT REGULATIONS.

### METHODS AND EXPENSE OF DISCHARGING CARGOES.

Shanghai is the principal port of entry and the great distributing point for northern and central China, especially for goods manufactured in the United States. The methods governing imports and reexports at this port are therefore of particular interest to American manufacturers, exporters, and merchants who may contemplate introducing their products into the Chinese market, and the information may also be of value to our producers who are already represented in the Far East.

While the Woosung bar, about 12 miles from Shanghai, can not now be crossed by many of the larger ocean-going steamers, it is hoped that the dredging operations soon to be begun will eventually remove that barrier and permit craft of all sizes and descriptions to anchor in the harbor. This will be of incalculable value to the commerce of Shanghai. When possible the ocean-going steamers discharge their cargoes at the godowns (warehouses) of the Shanghai and Hongkew Wharf Company (Limited), or those of the China Merchants Steam Navigation Company, which are situated on both the Shanghai and Pootung sides of the Whangpoo River. When steamers are too heavily laden, however, to cross the bar at Woosung, the whole or a part of the cargo is discharged into lighters and by them brought up to the godowns at Shanghai. No extra charge is made to the importer for this service for his goods in accordance with his bill of lading are to be delivered at "the port of Shanghai."

### LANDING AND STORING GOODS.

The principal premises of the Shanghai and Hongkew Wharf Company extend for over a mile along the Shanghai bank of the river, and there goods are placed if the consignees intend to take delivery within the ten-day free-storage limit. If not the goods are removed to the company's more substantial warehouses, where they are allowed to remain until delivery is taken. For goods so stored landing accounts are issued free unless the storage is under 5 mace, when an initial charge of that amount will be imposed for the first month. Renewal landing accounts are charged for at the rate of 1 tael each. The company is not responsible for the value of any package exceeding 250 taels, unless so declared on application for storage, nor for loss or injury of any merchandise by fire, typhoons, floods, effect of climate, or other "acts of God." Furthermore, the company takes no cognizance of the contents of packages nor of the condition of any merchandise received into their godowns. Packages with declaration of value are taxed half of 1 per cent. Consignees are allowed free storage for a



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period of ten days from the time the steamer arrives, the day of arrival being counted as one day. No charges are ever reckoned for a portion of a month; a whole month's storage is charged even if the goods remain but one day.

### CUSTOMS DUTIES.

The customs duty amounts to about 5 per cent on all importations. There are, of course, exceptions to this rule, but the variation is so slight that it is safe to figure on 5 per cent as covering the customs charges. Upon the payment of this duty the goods are permitted to enter the port and are delivered to the consignee. On the arrival of the steamer carrying the cargo the consignee sends his bill of lading, which he has previously indorsed, to the agents of the steamer for counter signature—that is, a number corresponding to the manifest number is placed on the face of the bill of lading and it is stamped "deliver upon indorsement" and signed by the steamship agents. A clause is also stamped on the document to the effect that no claims for damage will be recognized after a certain date, usually fourteen days from the time of arrival of the steamer. The usual import application is then filled out and signed by the consignee. The importer is required to wait a day before he can obtain his duty memoranda. This document is made out in Chinese, but bears in English the name of the importer, name of the steamer, and amount of duty to be levied, in haikwan taels, together with the amount of the wharfage dues, also in haikwan taels. These dues amount to one-half of 1 per cent of the duty leviable. The duty memoranda and bill of lading are then presented at the customs bank, together with what is known as the pass book (bearing particulars similar to those on the import application), and the duty in haikwan taels is converted into Shanghai taels, and when paid a receipt in Chinese is given to the importer. A check on a local foreign bank is not accepted by the customs bank in payment of duties. In the case of small amounts silver or bank notes are accepted, but for large amounts the most convenient method of payment is to get a comprador order (in Chinese) from the comprador of the Hongkong and Shanghai bank, which he gives in exchange for a check on the same bank.

### DELIVERY AND TRANSSHIPMENT.

As regards the delivery of goods from the wharf godowns, if it is desired to take delivery of the entire lot called for on the bill of lading that document is surrendered and the goods removed. If within the free-storage limit of ten days, no storage is charged, but if that time limit is exceeded by only one day one month's storage is charged. If, on the other hand, the importer has no storage facilities of his own and desires to leave his goods stored in the wharf godowns, the wharf company issues a landing account, a document showing the marks of

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the goods, description, etc., and on what date storage commenced, and the rate charged. Blank delivery order books are also issued by the wharf company, and when the importer desires to take delivery of a portion of his cargo one or more of these forms is filled out, and upon presentation at the wharf office the goods called for are delivered. Goods so stored are at owner's risk, and he must effect fire insurance if he so desires.

If the goods are shipped to a foreign port in China, such as Hongkong, Wei-hai-wei, or Tsingtau, or to a foreign country, they are shipped under "drawback certificate;"—that is, within approximately three weeks from the time of shipment a drawback certificate is issued by the customs to the shipper for the amounts of duty paid on importation. This certificate may either be cashed or used as legal tender in the payment of further duties. In the case of reexports by junk, towed by steam launches to ports like Soochow and Hangchow, a second duty is collected at destination, but drawback certificates are issued in Shanghai for the amounts so collected.

On shipments to interior points by native junk, a half duty is collected, in addition to the full duty paid upon importation. For this payment goods are supposed to be freed of all further taxation at native customs barriers en route. Cargo which has already been passed at the customs for reexport or transshipment may be reexported or transshipped again within three days free of duty, but is subject to examination by the customs examiners.

## TRADE CENTERS.

### PRINCIPAL POINTS FOR DISTRIBUTION.

Hongkong is the principal port of entry and the great distributing center for southern China, but it is impossible to obtain a classification of origin or the quality or value of goods imported from a particular country for the reason that Hongkong authorities are naturally unwilling to open their books for the inspection of officials of other governments. It is safe to assume, however, that in the export trade with southern China, Great Britain has a commanding lead, with Germany second. The representatives of the manufacturers of these countries are in close, keen competition, and not infrequently the British house is worsted because of its conservatism and disinclination to indulge in the methods employed by the Germans to secure government or private contracts. France and other European countries and Japan are also competitors, but as compared with Great Britain and Germany their showing is unimportant.

Hongkong supplies Canton and points beyond on the West River, Swatow, Amoy, Fuchau, and Formosa, with practically all the goods imported for native consumption. The country tributary to the

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Hongkong market is of vast area, and no accurate estimate of its population has ever been made, but it is sufficiently large to present an attractive field for American invasion with commodities which are not now represented to any appreciable extent in southern China. With Great Britain so firmly intrenched and with the competition so keen that a small margin of profit is the rule rather than the exception, the introduction of other American goods might be regarded as an undertaking requiring larger investments, with smaller and slower returns, than the conditions would appear to warrant. This is unquestionably true from the view point of the American manufacturer, whose business education has been along the lines of quick returns on capital invested, but in the export trade with China these views must undergo a radical change in order to insure ultimate success.

### PATIENCE DEMANDED.

The building up of a paying business in southern China is and always has been a slow, tedious process, in which the first two or three years not infrequently show a loss, and unless the American manufacturer is prepared to meet such a contingency without abandoning the field, it will be practically useless for him to enter the competition. British and German firms have repeatedly demonstrated the necessity and value of untiring effort, persistency, and patience under money losses, that they might permanently establish their particular lines, and American goods, of whatever description, not now in the market, can not be introduced without the expenditure of money on which no immediate returns may be expected. As an offset for this somewhat discouraging outlook for the opening up of new lines in the export trade of southern China may be mentioned the steadily increasing demand for "chops" which have been firmly established in the market and whose standard has invariably been maintained. When the native merchants are satisfied with the quality and price of a certain line of goods and their sales demonstrate the soundness of their judgment, the goods will sell themselves and a market of constantly increasing proportions is opened.

American commercial enterprises have been established in Hongkong and ports in southern China, but according to those who are familiar with the situation great difficulty was experienced in introducing their goods, sales were infrequent, losses were sustained, and finally, with patience exhausted, the attempt was abandoned. No greater mistake could have been made, taking into consideration the peculiarities of the natives and the time necessary to establish a market, for if the goods could be laid down at a price that would enable the American dealer to enter the field, and if the quality of his wares was as good or superior to those already on the market, it was only a question of time when their merit would be recognized and the busi-

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ness started on a successful career. There are no keener traders than the Chinese, but they are slow to act, and it is difficult to gain their confidence. When, however, satisfactory business relations are established between the importer and the native merchant, and no mistakes are made in exporting cargoes of a quality inferior to the sample or to that previously disposed of, no further difficulties need be apprehended.

### FOREIGNERS HANDLE AMERICAN GOODS.

With the possible exception of flour, kerosene oil, sewing machines, cigarettes and tobacco, and canned goods, no American goods imported into Hongkong are represented by Americans. This condition is a serious handicap in the effort to establish and maintain trade in other commodities exported from the United States. While the British and German houses handle American goods, and express a willingness and even a desire further to extend their connections in this direction, it is inevitable that they should give the preference to the same class of commodities exported from their own countries if, by so doing, they incur no business loss. British and German houses establish themselves, and with the aid of young men sent out from home to be trained in the business, gradually erect an imposing structure of commercial enterprise. These young men begin at the bottom on modest salaries, usually learn the Chinese language, and are advanced to places of trust as their usefulness develops. One of these young men eventually becomes the manager of a vast business, for with the British and German firms no "son of his father" or relative of the president of the manufacturing company whose goods they handle can be appointed to a sinecure. They are out there for business and they get it by application, a close study of the market, importing goods, whatever they may be, that the whims and caprices of the Chinese demand, and by establishing a reputation for stability and reliability. If their methods were emulated by American business houses, there is no reason why the United States should not have its share of the trade.

### CANTON.

Canton is the great city of the southern part of the Empire, and its trade annually reaches enormous proportions. While it is dependent in a large degree on Hongkong for its importations because of the transshipment at that port of goods from foreign countries, it may be regarded as the chief native city in commercial importance south of Shanghai. The various guilds of Canton maintain their agents at Hongkong, where they are constantly in touch with the market and ready at all times to take advantage of favorable quotations. Under this system practically every commodity exported from Europe or America passes through the hands of the Hongkong importer before it



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reaches the Canton merchant, but, as in the north, it apparently gives mutual satisfaction. The latest official report showing the annual valuation of Canton trade is the "Returns of Trade and Trade Report" for 1904, published by the Imperial Maritime Customs. From it a fairly accurate estimate of the business transacted may be formed. The total value of Canton's trade is given at over 96,000,000 haikwan taels, which, with 1 haikwan tael as the equivalent of 66 cents gold, amounts approximately to $63,360,000. Of the total revenue collected, Great Britain paid $1,468,329, which was more than eight times the revenue trade of the other foreign nations combined. France contributed $111,540 and Germany approximately $56,000. Matting, silk, and tea are the staple exports of Canton, but because of inferior workmanship, the export of matting dropped heavily in 1904.

## AMOY.

Amoy is 120 miles above Swatow and a little over 300 miles from Hongkong, between which port and Amoy two steamship lines ply regularly. Frequent calls are made at this port by ships from Europe and America, but, according to those who are familiar with the situation, there has been an alarming decadence in the trade of this district. Amoy and its surrounding territory have an emigrating population. It is estimated that eight families out of ten are at work abroad, remitting regularly to their homes a certain amount of the money earned. Such a condition is not favorable to the prosperity of a community, and the district, of which Amoy is the port and commercial center, appears to be retrograding rather than progressing. It is estimated that fully 70,000 coolies emigrate annually from Amoy to Singapore and other southern points, which must constitute a severe drain on the natural resources of the district because of the lack of men willing to develop them. The masses which remain at home are said to be satisfied with little or nothing, contenting themselves with earning enough money only to supply food and a roof to cover their heads.

It is estimated that in fifteen years the export of Chinese-grown Oolong tea from Amoy has fallen off from approximately 15,000,000 pounds to 900,000 pounds. Of this the United States imported not one pound. There were shipped, however, through the port to America in 1904 85,688 piculs or 11,324,067 pounds of Oolong tea from Formosa. The average tea crop of Formosa is estimated at 17,000,000 pounds, and the tea growers of that island are becoming convinced of the desirability of shipping direct to American ports rather than have their product transshipped at Amoy. As a result of this movement it is estimated that in the first ten months of 1905, 2,000,000 more pounds were shipped direct than in the whole of the preceding year with a crop approximately the same size. The principal importations of

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American goods into Amoy, as shown by the trade returns of the Imperial Maritime Customs, are kerosene oil, tobacco and cigarettes, and flour. In piece goods and metals England controls the market, and in practically all the other commodities she has apparently a commanding lead. Germany, the Netherlands, and France appear to be her only competitors in the Amoy trade, with the exception of the American trade above noted.

### FUCHAU.

Fuchau is 200 miles north of Amoy and about 420 miles south of Shanghai. It is unfortunately situated for any extended commerce. It lies several miles up the river, and ocean-going vessels, even of the lightest draft, are compelled to anchor from 12 to 15 miles from the city. Although lighterage facilities are fully adequate to meet the requirements of the shippers, the long distance from the anchorage must of necessity be a serious handicap in the prosecution of an import and export trade. Tea still forms the principal article of export from Fuchau, but this once important trade appears to be fading away, a condition only explainable by the indolence of the natives, who are becoming more and more indifferent to the necessity of planting and properly cultivating the crops. Opium is said to be primarily responsible for this condition, and, according to the tea men of Fuchau, no relief is in sight.

### SWATOW.

Swatow, situated on the coast, is 190 miles north of Hongkong, on which port Swatow is dependent for all her supplies. As a result Swatow reflects the commercial conditions of Hongkong and the only American imports of any importance in 1904, according to customs returns, were flour and kerosene oil. The English control practically all other commodities brought into Swatow to be consumed there or reshipped to the interior. The construction of a railroad line from Swatow to Ch'ao-Chou-fu under Japanese supervision will, it is believed, assist materially in the development of this territory and possibly spur on the natives to renewed efforts in work for exports. As Ch'ao-Chou-fu is one of the important inland cities of China, it is reasonable to assume that the advent of railroad facilities will develop trade materially.

### HANKAU

Hankau, situated approximately 600 miles up the Yangtze River, is for more than half the year accessible to the largest ocean-going vessel. Its importance as a commercial center is growing with remarkable rapidity, and by reason of its geographical location and great natural advantages it has been appropriately named the "Chicago of

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China." Nine years ago Hankau had a population of less than 200 foreigners, but its rapidly developing trade has attracted so much attention that now approximately 2,000 foreigners may be found within its limits. A circle of 10 miles would include the cities of Hankau, Wuchang, and Hanyang, with an estimated population of 2,500,000. The chief exports of Hankau are tea, hemp, and rice. In the exportation of tea this city ranks first in the Empire, and during the season it is not uncommon to see fully 30 ocean-going steamers anchored in midstream awaiting their cargoes of tea for transportation to all parts of the world. English, German, and French steamships run direct from Europe to Hankau, which, in addition to Japanese ocean going and coastwise steamers and the lines of Jardine Matterson & Co., Butterfield & Swire, and the China Merchants Navigation Company, make a total of approximately 300 vessels loading and unloading at this port. In addition to its splendid water communication, Hankau is now the southern terminus of the railroad between Peking and Hankau, and the running time under ordinary conditions is only three and one-half days. When the railroad from Hankau south to Canton, the concession for which recently passed from American to Chinese control, shall be completed, Hankau will have established her right to the claim of commercial importance second to no city in the Empire. Even now all the products of the Yangtze Valley above Hankau and those for 100 miles below center in that city for export.

One of the largest native ironworks in China is located at Hanyang, while at Wuchang are large antimony and smelter works and a Government mint. There is a factory in Hankau for the steaming, compressing into bricks, and boxing of tea for shipment all over the world, and that city is also the headquarters for the famous Hankau grass linen. Plans are now under way for the erection of a large cotton mill, presumably for the manufacture of yarn, for which there is an enormous demand throughout the Empire.

Hankau may be regarded as the geographical center of the Chinese Empire, and, with the completion of the Canton and Hankau Railroad and the development of natural resources inevitable with the establishment of rail communication through rich and populous provinces, this city, it is confidently predicted, will assume first rank among the treaty ports of China.

In 1895 the gross value of the trade of the port, foreign and native, amounted to $40,781,614, and in 1904, a period of ten years, it had increased to $97,617,074. These values are figured with 66 cents as the equivalent of 1 haikwan tael. In 1904 the imports from foreign countries were valued at $8,458,355, of which the share of the United States amounted to $183,535.

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### HANGCHOW.

In Hangchow and its environs it is estimated that there is a population of not less than 800,000, and while it is a city of wealth and native business enterprise, the market so far as foreign goods are concerned indicates but little evidence of attention. While the city is within a short distance of Shanghai, which ought to have some influence on the introduction of foreign products and the maintenance and development of the trade, the sale of cotton piece goods, flour, kerosene oil, machinery, and hardware is greatly restricted, and the remedy appears to be the adoption of live up-to-date American business methods. Among the articles already in use by the Chinese of Hangchow, but which are not imported to any extent from the United States, are cheap towels, cotton flannel, soap, cheap lamps, cotton umbrellas, rubber overshoes, and patent medicines. The value of this market is at present comparatively insignificant, but it could be enlarged, and our home manufacturers could participate in its development. This, however, could not be accomplished by any half-hearted measures. Competent and energetic agents, preferably with a knowledge of the Chinese language, should be sent to these backward, interior cities, where they can make a study of the needs of the market and then invade it with salable goods.

The same conditions obtain at Soochow, another city with nearly 1,000,000 inhabitants in close proximity to Shanghai, and the same remedy would apply.

### CHEFOO.

Chefoo is so situated geographically as to enable it under normal conditions to supply a considerable part of the imports required by the Manchurian markets. The Chinese merchants of Niuchwang frequently visit Chefoo for the purpose of obtaining supplies of goods for distribution still farther north, and it is also the practice of the Chefoo merchants to send representatives to Niuchwang and other points to "drum up trade." The war greatly restricted the business of Chefoo; but with a return to ordinary conditions it is believed that her importance as a treaty port will again be demonstrated. It is the principal port of Shantung Province, which is under German domination. Practically the only Americans carrying on business in this city are the Standard Oil Company, L. H. Smith & Co., Zimmerman & Co., A. C. Taylor & Co., and A. C. Siemer, who has as his business associates two Chinese partners and who is developing an excellent business.

In the importations into Chefoo Japan leads, but Great Britain and Germany are satisfactorily represented. With the exception of piece goods, kerosene oil, flour, and canned goods, American products have a comparatively insignificant representation, but there is apparently

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no sound reason why this condition should not be improved. In laundry soaps England ships to Chefoo hundreds of cases every month. The soap is made up in 2½-pound bars, packed 20 bars to the case, and sold at retail for $5.50 Mexican a box. There is also a large demand for scented toilet soaps put up in fancy boxes. These are supplied by England and Germany, and are sold at retail for from 20 cents to 60 cents Mexican a case. Not only in Chefoo, but in other ports in China, excellent opportunities are presented for the introduction of laundry soaps. If an American should desire to enter the market, he should exercise great care in the manufacture of his soap. Complaints were frequently heard in Chefoo of the inferior quality of a German laundry soap recently introduced, which was regarded as too soft and having ingredients injurious to the articles washed.

Between 300 and 500 cases of candles are imported into Chefoo every month. They are made in England by a manufacturer named Price, and are sold at retail for 25 cents Mexican for a package containing six candles. In gray piece goods the American makes dominate the trade of Chefoo, and in 1904 there were imported 6,086,090 gallons of American oil, as against 450,000 gallons of all other oils.

## BRITISH AND GERMAN METHODS.

### PLANS WORTHY OF CAREFUL CONSIDERATION.

English and German shippers have adopted the plan, which is said to have accomplished good results, of sending to English or German merchants of Chefoo, as the case may be, consignments of goods of all descriptions and extending a credit to the consignee of from three to six months after their arrival. German manufacturers have gone even further, and have shipped goods for which there was no demand, with the sole idea that a market might be created by permitting the Chinese to have a "look see." Goods can be shipped direct to Chefoo, but they are usually sent to Shanghai, and from there transshipped without additional customs charges. As the duties are paid at the point of destination, the packages are not opened for examination at Shanghai. It is estimated that it requires approximately four months for goods to reach Chefoo from New York via the Suez route; but complaints are frequently heard that, through carelessness at Shanghai, consignments are held for two or three weeks before they are transshipped to Chefoo. Goods required for local consumption or for distribution are generally bought in Shanghai. Efforts are, however, now being made to enable the merchants of Chefoo to deal direct with the American and European exporters; but the success of such a movement, upsetting, as it would, long-established custom, is doubtful, except in isolated cases.

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## AMERICAN TRADE.

### LARGE INCREASE IN COTTON MANUFACTURES.

The imports of China from the United States from 1895 to 1904 showed 413 per cent increase, as against the increase of 77.7 per cent in the imports from all countries for the same period. This is assuredly a commendable showing, and should stimulate American manufacturers to efforts, which, in addition to our natural advantages, should result in a trade expansion in the next decade that will dwarf our present commerce with China. Leaving for the present the consideration of China as a whole, the purposes of this report can be best accomplished by discussing the trade of Shanghai, which is the great distributing point for American manufactures, especially for piece goods. Figures must be taken from the returns from the Imperial Maritime Customs, and it should be explained that the statisticians connected with that service are seriously hampered in their efforts to show the country of origin by reason of the system in operation. While the accuracy of the figures can not be questioned, they are in this respect so incomplete as to be somewhat confusing. For comparison, however, an analysis so far as is practicable of the returns for 1895 and 1904 will be made, which will present the enormous proportions of this market.

### COTTON PIECE GOODS.

The total value in gold, figured at 66 cents as the equivalent of 1 haikwan tael, of the imports into Shanghai from foreign countries and from Chinese ports for 1895, was $65,229,665, as against $129,957,958 in 1904. The reexports to foreign countries and Chinese ports in 1895 were valued at $49,479,237 and the reexports in 1904 at $100,067,812. Of the reexports in 1895, only $3,913,681 went to foreign countries, including Hongkong, while the value of goods reexported to Chinese ports amounted to $45,565,555. In 1904 the reexports to foreign countries were valued at $5,945,683, and the reexports to Chinese ports amounted to $94,122,128.

In 1895 the total imports into China amounted to $134,610,000, of which Shanghai received $65,230,000 in round numbers, or 48.5 per cent. In 1904 the imports were $240,154,000, and Shanghai's share was $129,958,000, or 54.1 per cent. This shows an increase of only 5.6 per cent in the total importation into Shanghai for the last decade, for the reason that there were decreased importations in certain commodities, others remained practically the same, while several indicated a gratifying increase. Among the latter, American piece goods were conspicuous, as they formed the great bulk of our exports to China through Shanghai.

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## COMPETING COUNTRIES COMPARED.

As Great Britain, the United States, the Netherlands, and Japan were the largest importers of gray piece goods in 1895 and 1904, these four countries have been selected for comparison, and in the accompanying tables the quantities and values of shirtings, drills, jeans, and sheetings imported are shown under the classifications as they appear in the reports of the Imperial Maritime Customs. The figures show that the importations from the United States have increased from 1,497,756 pieces, valued at $3,106,000, in 1895 to 3,774,675 pieces, valued at $8,596,972, in 1904. The importations from Great Britain were smaller by 1,836,901 pieces, valued at $1,138,415, in 1904 than in 1895. It must be remembered, however, that 66 cents, as the equivalent of 1 haikwan tael, has been used as the rate of exchange in both years. As a matter of fact, in 1895 1 haikwan tael was worth 80 cents in gold, or 14 cents more than in 1904. While this difference in exchange would affect the value of the piece goods imported from Great Britain and elsewhere, it had no bearing on the quantity. In 1904 the imports from the Netherlands were 102,732 pieces, valued at $136,576, less than in 1895, while Japan has increased her exports from 15,006 pieces, valued at $23,886, in 1895 to 157,633 pieces, valued at $277,920, in 1904.

PIECE GOODS IMPORTED INTO SHANGHAI, 1895.

| Article. | Great Britain. | | United States. | | Netherlands. | | Japan. | |
|---|---|---|---|---|---|---|---|---|
| | Pieces. | Value. | Pieces. | Value. | Pieces. | Value. | Pieces. | Value. |
| Shirtings, gray, plain | 5,396,535 | $8,191,940 | ..... | ..... | ..... | ..... | 850 | $1,122 |
| Drills | 208,811 | 496,763 | 586,983 | $1,317,190 | 84,657 | $125,715 | 11,205 | 18,480 |
| Jeans | 116,760 | 161,829 | 22,000 | 29,040 | 39,030 | 54,096 | ..... | ..... |
| Sheetings | 640,765 | 1,141,844 | 888,773 | 1,759,771 | 5,036 | 7,465 | 2,951 | 4,275 |
| Total | 6,422,871 | 9,992,376 | 1,497,756 | 3,106,001 | 128,723 | 187,456 | 15,006 | 23,886 |

PIECE GOODS IMPORTED INTO SHANGHAI, 1904.

| Article. | Great Britain. | | United States. | | Netherlands. | | Japan. | |
|---|---|---|---|---|---|---|---|---|
| | Pieces. | Value. | Pieces. | Value. | Pieces. | Value. | Pieces. | Value. |
| Shirtings, gray, plain— | | | | | | | | |
| 7 pounds and under | 171,917 | $192,891 | ..... | ..... | ..... | ..... | 300 | $277 |
| 7 to 9 pounds | 1,371,330 | 2,150,347 | 71,000 | $125,116 | 1,200 | $1,901 | 180 | 255 |
| 9 to 11 pounds | 1,261,985 | 2,540,376 | 158,340 | 308,288 | 1,250 | 2,475 | 1,400 | 1,848 |
| Over 11 pounds | 748,096 | 1,811,262 | 18,360 | 40,594 | 300 | 645 | 2,660 | 5,179 |
| Sheetings, gray, plain— | | | | | | | | |
| 9 to 11 pounds | 2,608 | 5,680 | 678,560 | 1,298,764 | ..... | ..... | ..... | ..... |
| Over 11 pounds | 565,450 | 1,250,210 | 1,361,041 | 3,188,919 | 4,500 | 10,247 | 115,380 | 194,185 |
| Drills— | | | | | | | | |
| Under 12¼ pounds | 680 | 1,669 | 497,425 | 1,165,467 | 647 | 1,533 | 6,140 | 10,536 |
| Over 12¼ pounds | 108,381 | 221,747 | 842,289 | 2,168,052 | 8,116 | 17,945 | 31,573 | 66,640 |
| Jeans— | | | | | | | | |
| 30 yards | 262,044 | 466,927 | 95,660 | 179,936 | 9,978 | 16,134 | ..... | ..... |
| 40 yards | 93,479 | 212,852 | 52,000 | 121,836 | ..... | ..... | ..... | ..... |
| Total | 4,585,970 | 8,853,961 | 3,774,675 | 8,596,972 | 25,991 | 50,890 | 157,633 | 277,920 |

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It will be seen that the value of the imports of gray cotton piece goods from the United States in 1904 was 93.6 per cent of the total value of the same commodities imported from Great Britain, the Netherlands, and Japan. In 1895 the value of Shanghai's imports of gray goods from the United States amounted to only 14.7 per cent of the combined valuation of similar exports from Great Britain, the Netherlands, and Japan. These figures indicate a most satisfactory growth in the popularity of American gray piece goods.

### REEXPORTS FROM SHANGHAI.

In 1895 the total number of pieces of this same class of goods reexported from Shanghai to Chinese ports was 6,560,915, valued at $10,872,412, of which only $3,028,461, or 27.9 per cent, was credited to the United States. In 1904 the total reexports amounted to 8,391,292 pieces, valued at $17,750,751, and the value of the American gray goods reexported that year from Shanghai was estimated by the Imperial Maritime Customs returns at $9,256,751, or 52.2 per cent, of the total valuation. The total imports of Shanghai in 1904 were valued at $114,689,417. These figures are exclusive of opium, which amounted to $14,027,701. In the same year there were imported into Shanghai cotton goods valued at $29,585,164, which formed 25.7 per cent of the total importation. Of this $29,585,164, including the value of cotton yarns extensively imported into Shanghai, our share under normal conditions should be materially increased. An examination of the list of piece goods extensively in use in central and northern China shows that the English dominate the trade, as is forcibly shown in the reexports from Shanghai to the northern markets. It seems highly improbable that we can not manufacture these goods and lay them down in the ports of China at prices which will enable them to compete with similar articles of European make.

### SUPERIORITY OF AMERICAN COTTONS.

American gray cotton piece goods control the markets of northern China, not only because of superiority in quality and greater adaptability to the climatic conditions, but for the reason that the Chinese now fully appreciate that they practice real economy in buying pure, unsized cotton goods manufactured without the use of any foreign matter. It is through the realization by the natives of the north that heavily-sized piece goods, weight for weight, are inferior in every respect to the pure article, that the importations of English makes have steadily decreased, while succeeding years show more than a proportionate increase in the demand for American goods. The goods sold themselves after they were properly introduced and firmly established in the market through the untiring efforts and business-like

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methods of the dealers in American piece goods in Shanghai and the surrounding territory. It has taken many years to build up this splendid trade, and its maintenance and expansion now rest to a far greater extent with the American manufacturer than with the merchants of northern China who handle the goods. It is undeniable that there has been gross negligence on the part of some American shippers in exporting to China. While the consistent and even rapid growth of trade in American manufactures in central and northern China affords ample proof that our fabrics are steadily gaining appreciation throughout that country, there are certain obstacles hampering expansion.

### RULES FOR EXPORTERS.

Careful attention to these points is absolutely essential if American manufacturers desire to participate in the vastly increased demand inevitable with the close of the war and the opening up of Manchuria:

(1) The indifference of manufacturers to the necessity of rigidly maintaining and improving the quality of their output when it has obtained a standing and ready sale on the market.

(2) Their lack of due adherence to the terms of contracts entered into as to the time of delivery. This is of grave importance, inasmuch as upon prompt delivery according to stipulations depends the proper fulfillment of contracts made with native merchants.

(3) The insecure and inefficient packing of piece goods cargoes frequently complained of on their arrival in China. Through such carelessness damage often results, entailing not only serious loss but great annoyance to the merchants because of their inability to make delivery of contracts to their Chinese customers. It must be borne in mind that goods are subjected on the railroads and steamships to excedingly rough handling, needlessly so, possibly, but nevertheless calculated to destroy, partially at least, any packing of insufficient strength to withstand it. Goods destined for the Orient require the best protection that can be afforded, and the difference in expense is so slight that the methods now frequently employed must be due rather to carelessness than to a consideration of the fractionally greater cost.

(4) The delay in transshipping on the Pacific coast, through which goods required in China at the earliest possible moment to fill contracts with the native merchants, are held for long periods. According to foreign merchants in Shanghai and other treaty ports, this repeatedly occurred during the recent war and was the source of great annoyance and not infrequent loss.

(5) The neglect of manufacturers to maintain the weight of their goods. Every cargo of piece goods of whatever kind shipped to China should be identical in weight with the one preceding, and all should conform absolutely to the samples submitted by the importers

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to the Chinese buyer. It has not infrequently happened that three pieces of goods, supposedly of the same weight and contracted for by the Chinese with that understanding, have been found to weigh 14.6, 13.6, and 14 pounds, respectively. This carelessness on the part of the shipper has led the Chinese dealer to distrust a cargo of that "chop" on all occasions, and to demand that the bales be opened so that he may have an opportunity to ascertain if the goods are up to the standard. Mistakes of that character can not successfully be explained to the Chinese, and they unquestionably constitute a menace to the trade.

(6) Manufacturers evidently fail to realize the importance of a properly-trimmed selvage. When a piece of goods is opened and the ends of the yarn are found to be sticking out, indicating careless trimming, the Chinese buyer objects, and it may, and generally does, result in a serious falling off in the demand for that particular chop.

(7) The English manufacturers have adopted a plan which it might be well for the piece-goods men of the United States to follow. At the beginning and at the end of a piece of goods they weave what is called a "heading." As the goods are sold by the importers to the Chinese buyer generally unopened, this prevents unscrupulous natives from presenting unjust claims for short lengths. No such precaution is taken by the American manufacturer.

### LACK OF TRANSPORTATION FACILITIES.

Among the difficulties of merchants handling foreign goods in their efforts to extend trade is the lack of adequate transportation facilities over large sections of the country. These conditions are, however, gradually being improved through the opening up of new channels of steam traffic along the coast and in the interior. With the advent of the railroad the importers of China will be able to keep in closer touch with their markets and remove many obstacles that now operate against satisfactory business transactions with the natives of outlying provinces. The likin system of inland taxation, the lack of adequate banking facilities, and the generally unsettled state of the currency also add to their difficulties; but these, it is expected, will gradually adjust themselves, and the manufacturers of the United States should be so firmly intrenched on the market as to avail themselves immediately of the improved conditions.

### STANDARD OF QUALITY.

Among the Chinese, American-made cotton goods have attained great popularity, and justly so by reason of their worth. The points of evenness of make, cleanness, and smoothness of finish are closely examined into by the native buyer, and values are assigned to the various makes accordingly. Years ago the goods were principally

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marketed by their chops or trade-marks, by which they became known in the distant consuming market. Certain chops met the requirements and in consequence dominated the market. Manufacturers recognizing this were careful to maintain the quality of their goods. There were then comparatively few mills in the United States catering to the foreign trade, and as the business was well established and profitable their interests lay in maintaining the standard of their several makes.

Of late years, however, the great expansion in manufacturing for export, especially throughout the Southern States of America, has resulted in throwing on the market a variety of goods under new trade-marks. Several of these, it must be admitted, were of indifferent quality with regard to the standard previously established and to which the Chinese were accustomed. The consequence has been, according to the piece-goods dealers in China, a general deterioration and less salable goods. While several of the old established chops have maintained their commanding lead, others have permitted competition to lower their standard with the consequent loss of popularity and credit. In spite of all disadvantages and shortcomings, however, the trade in American cotton goods in the last decade has developed with remarkable rapidity, in fact, far more rapidly than in English fabrics of similar description. The offtake from the Shanghai market, where virtually the entire import is centered, has grown from a total in 1895 of 1,647,000 pieces of all descriptions of American goods to a total in 1904 of 8,200,000 pieces, in round numbers. It is estimated that in 1905 fully 10,000,000 pieces of cotton goods were imported.

### SHANGHAI A DISTRIBUTING POINT.

Shanghai is the distributing point for northern and central China, and a comparatively small amount of the millions of dollars' worth of goods imported annually is retained there or in the immediate neighborhood. Piece goods are brought from the United States almost exclusively, it might be said, for the northern market, and, with one or two unimportant exceptions, there is no sale for them south of the Yangtze River. A reference to the customs daily returns shows that the bulk of the American goods is reexported to Tientsin, Chefoo, and Niuchwang, from which cities (with the exception of what is required for local consumption) they find their way still farther north.

In order to be fully in touch with markets, to take advantage of exchange, and for other business reasons which make their presence desirable at the center of importation, Chinese agents are maintained in Shanghai by the various guilds of the territory which draws its supplies from Shanghai. The piece-goods guild, as an illustration, has its representative constantly on the ground, and when there is a demand for certain chops in his home city he is communicated with and makes his purchase from the Shanghai dealer, or what may more prop-

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erly be termed the Shanghai piece-goods jobber. There are instances where the native dealers of other cities transact their business direct, but these are infrequent and the plan can not be said to have made any great headway as yet.

### SUGGESTIONS FOR MANUFACTURERS.

Drills 2.85 and 3 yards per pound are in the greatest demand and have maintained their popularity in spite of all efforts to dislodge them. There is also a comparatively large demand for goods 3¼ yards to the pound, while a moderate market has been established for the 3½ weight. Drills are packed in bales of 15 pieces, each piece being 40 yards long and 30 inches wide. It is essential that the dimensions given should be followed strictly, as the goods are marketed by the piece and not by the yard. As the bales are conveyed unopened to the interior, it can readily be seen that the slightest deviation from this rule would create a feeling of distrust and suspicion in the minds of the native dealers which it would be exceedingly difficult to eradicate. It is equally essential that the goods be of uniform weight. These two points can not be too strongly emphasized. The goods should be packed with a layer of stout hardware paper, covered by a substantial burlap, and roped or strapped with iron hoops, the roping preferred.

In the light-weight piece-goods market the Americans have already driven an entering wedge, and if manufacturers of the United States will supply the goods required by the Chinese and their representatives in China will push them with their accustomed vigor the breach in the solid wall of light-weight piece goods erected by the English around southern China may be so widened as to permit the entry of the advance guard of American competition and the gradual encroachment on their hitherto impregnable commercial stronghold. The Americans with their pure unsized gray goods control the market of northern China. They should in time divide the trade of the southern market. The Chinese of that section are now contentedly buying sized goods and sticking to the conservative idea of paying for paste instead of pure cotton. While it is difficult to overcome Chinese prejudices, active competition would probably accomplish it. The development of trade is, after all, largely a matter of education, and it is time that American teachers should be sent south of the Yangtze.

### COMPETITION OF NATIVE FABRICS.

The constantly increasing competition of native woven fabrics made on hand looms from yarns spun in local mills or imported from India or Japan is a highly important factor in determining the ultimate outlook for the piece-goods trade. The manufacture of these goods has assumed enormous proportions and is daily increasing. Central and northern China may be described as one huge cotton-weaving shop, especially during the winter, when the women are not



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required to work in the fields. Hand looms may be found in the great majority of native homes and the women devote themselves patiently, tirelessly, to the manufacture of cotton cloth. Every yard that is not required for the uses of the family is sold, and the result is that the home workers of the interior make annually through this industry an enormous amount of money from a Chinese viewpoint. This native-made cloth is coarse but strong and durable and of various measurements. Although the dimensions are smaller than those of the imported article of approximately the same quality, the goods sell for about the same price. It is impossible accurately to estimate the number of pieces exported from Shanghai annually, for the reason that the goods are all shipped by Chinese junk and do not, therefore, pass the Imperial maritime customs. They are subject only to the native likin. It is asserted, however, by those who have made a close study of the situation that from Shanghai alone there are shipped approximately 2,000,000 pieces of these goods annually. They are sent direct to Niuchwang, from which port they are distributed through Manchuria, although a large percentage of the output is consumed in Korea. By reason of their coarse weaving these goods take dye readily, which, combined with other qualities popular with the natives of northern China, apparently insures the permanency of their market. One other factor may in a measure be responsible for the great demand for these goods, and that is the budding patriotic desire on the part of the natives to patronize home industries.

### FAILURE IN BLEACHED GOODS.

Strong efforts have been made by the piece-goods merchants in Shanghai to introduce American bleached goods, but so far as can be ascertained, practically every consignment sent over has been disposed of at a loss to the importer. While they were cheaper in price they were not acceptable to the Chinese because they were regarded as too narrow and were too coarsely woven. The samples of English goods to be seen at the Bureau of Manufactures might well be examined by the cotton goods men of the United States, who will find in them the kind of fabric best liked by the natives, and consequently commanding a heavy sale. If these goods could be made at home similar in every respect to the English samples there would still have to be encountered in their introduction on this market the prejudice of the natives in favor of the old established English chops. This is a difficulty that could unquestionably be surmounted, provided the price, laid down in Shanghai, compared favorably with that of the English make.

It is generally understood among the importers of China that American manufacturers as a rule are disinclined to incur the expense of fitting their mills with machinery for the purpose of experimenting with

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the trade of the Orient. Many fancy fabrics are a specialty of continental and English mills, but in comparison with the great branches of trade they are insignificant, and it is questionable if it would pay the American manufacturer to enter the competition in a large percentage of these fabrics exported to China. It is believed, however, that despite the unsuccessful efforts of the past an exception should be made in the case of white bleached shirtings. There is an enormous demand for them on this market. The consumption last year of these goods of European make is estimated at 2,500,000 pieces, while the importation from the United States amounts to only 1,300 pieces.

### ENGLISH DESIGNERS.

Several of the more enterprising firms in England maintain one or more special designers to draw designs for printed goods, which are submitted to the Chinese merchants for their approval. Frequently designs are drawn by the natives, and, again, the English manufacturers send their own designs out for inspection. This practice is essential if the American manufacturer should desire to compete in this market in this class of goods. The fashions in fancy and dyed goods are continually changing, and it is obviously necessary to keep constantly informed of the various tastes of the consumers in order to transact business in these fabrics to advantage.

The orders for any certain design are not large, and this feature of the export trade in fancy goods would probably not appeal to the manufacturers of the United States. Reports indicate that they have declined to entertain an order for 10 or 20 cases of prints, for the reason that it was too small to command attention. In this the English manufacturers operate along entirely different lines, and undoubtedly owe much of their success in the trade with China to their careful handling of orders, large and small. They aim to obtain a foothold on the market with certain cotton goods, whatever they may be, and no order is too small for them to fill in exact accordance with instructions.

### DEMAND FOR TOWELS.

Although towels are considered more of a luxury than a necessity among the natives of China, a large and steadily-growing market has been established, and the American manufacturers can obtain their share of this trade if they will make a towel that can compete in price, material, and style with those manufactured in China and Japan. In order to enter the field, however, they will be compelled to lay their product down in China at a cost that appears practically prohibitive, for the price of Chinese and Japanese toweling is extraordinarily low. The preference is for a flimsy material, closely imitating Turkish

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toweling, made up into small sizes. These command an enormous sale, and the market is divided between the Chinese and Japanese manufacturers. The towels made by the natives all over China are practically the same as those made by the Japanese, for the reason that the Chinese learned the industry from the Japanese and, at first, they imported from Japan the wooden machines used. A market of immense proportions for towels will eventually be established. It is already of sufficient size to invite competition, and, if the American manufacturer can export a suitable article, there appears to be no reason why a profitable and constantly increasing business can not be established.

### MARKETS IN THE SOUTH.

American cotton piece goods have a discouragingly small representation in the markets of southern China, although spasmodic efforts have been made to introduce the 8¼ and 10 pound weights. In order to enter this market, with Hongkong as the distributing center, the American manufacturers must make their fabrics in exact conformity with the demand of the native buyers. For years they have been accustomed to the English piece goods, and, under the most favorable conditions, it would be difficult to dislodge them, but merchants who thoroughly understand the situation insist that the American goods could find a market with a steadily increasing demand if the manufactures would only send out marketable goods and lay them down at a price that could compete with those now finding such ready sale. The Chinese of the south demand sizing. Why not give it to them? If they are content to buy starch instead of pure goods because they prefer a finish of that kind to the rougher "feel" of the American fabric and if they demand a different weave, why not cater to their tastes? It may be put down as an incontrovertible fact that goods, however excellent their quality or satisfactory their price, can not be forced on the Chinese. It is probable that a market could be established for American piece goods which contained a less quantity of sizing than is found in the popular English fabrics, provided the finish were as smooth; but, be that as it may, if the American manufacturer desires to enter this great field with any assurance of success he must give the Chinese what they require.

### SHIRTINGS AND FANCY FABRICS.

The 10-pound shirtings command a sale of approximately 10,000 bales a year in the Hongkong market, while fully 5,000 bales of the 8¼-pound weight are disposed of annually. The 7-pound shirtings are less in demand, but at least 2,000 bales of these goods are sold every year. These shirtings are usually packed in cases which insure their arrival in good condition. The 10-pound weights are packed

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50 pieces to the case, the 8¼-pound 60 pieces to the case, and the 7-pound 70 pieces to the case. Every piece of goods of whatever description shipped from England is carefully packed, and no complaints are heard that the standard of the chops is not at all times maintained. If the American manufacturer should establish a market for his fabrics in China, there should be no deviation from the rules so universally observed by his English competitor. The trademark should always be a guaranty of the quality of the goods.

In bleached and fancy fabrics Great Britain also controls the market, and her position appears to be unassailable. Much the same practice is pursued in Hongkong as in Shanghai with regard to the prints, and with much the same result. Designs are drawn by the representative of the Manchester mills and submitted to the Chinese merchants for approval. They are then forwarded to England, and the goods are manufactured and sent out at the earliest possible moment. Styles may change, but the English or Chinese designer is always so closely in touch with the situation that the new patterns are in the market in ample time to supply the demand. The market for jeans, T-cloths, chintzes, and Italians is also so strongly dominated by the English that competing manufacturers of other countries would find it a difficult task to obtain a foothold.

The efforts of the Japanese to introduce their piece goods in southern China demand serious attention. With their cheap labor and low freight rates they are enabled to sell 14-pound cotton goods, measuring 36 inches by 40 yards, 40 cents per piece lower than their competitors. It is declared by the Chinese that the manufacturers of Japan are producing an excellent quality, which compares favorably with the piece goods now popular in the market, and that if they can make other weights at correspondingly low prices they will eventually be able to take a commanding position in the piece-goods trade. The native Chinese are also manufacturing, in immense quantities, cloth for wearing apparel from yarn imported from India.

### DEMAND FOR YARN.

The phenomenal increase in recent years in the demand in China for cotton yarn has created a special interest in that commodity, and the great manufacturing countries, with the United States as the single exception, have recognized the great importance of the trade and have made every effort to benefit by its expansion. It can not be stated too frequently or too emphatically that American manufacturers should make a careful investigation of this market. The importation of cotton yarn into Shanghai for distribution in central and northern China has made rapid progress since 1892, when it first attracted statistical notice. It is reasonable to assume that its growth will continue steadily to develop, because of the steadily



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increasing demand among the poorer classes for the yarn from which they manufacture their wearing apparel. There are now represented in the market Indian, Japanese, English, and Chinese yarns, but apparently no systematic effort has ever been made to introduce cotton yarn of American manufacture. This lack of representation in a market where the demand has been constantly increasing during the last fifteen years may be ascribed as much probably to the absence of explicit information regarding conditions and the possibility for the introduction of American yarns as to the impression that it would be difficult to lay down the product at a price that would enable our manufacturers to compete with India, Japan, and England and still make a margin of profit that would justify them in entering the field. The Indian yarn imported for this market is manufactured largely from Indian cotton, although when mixed with American cotton it produces a yarn better liked by the Chinese consumer, because of its greater strength. The Japanese yarn is usually made of a mixture of Indian and Chinese cotton, although of late American cotton has been used and, as in the Indian yarn, produces a far better article. English yarn is manufactured largely from cotton imported from the United States, made into yarn in English mills, and laid down in China at a price which enables it to compete with the Indian, Japanese, and Chinese manufacturers.

Inasmuch as the Indian mills have been making a profit of at least $5.50 gold a bale on yarn exported to China over and above the expense of manufacture, freight rates, insurance, and wharf charges, it is fair to assume that the American manufacturer can enter the market, although at a much smaller margin of profit because of the greater freight rates. If yarn from the United States can be introduced at a price permitting of a small though safe margin for the manufacturer, but sufficiently low to compete with India and Japan, a great industry may be built up. The experiment has never been tried and possibly the beginning should be made in a small way. Suppose the manufacturer satisfied himself that he could lay down his goods in China as cheaply as can the Indian manufacturer, would it not be worth while to ship to a responsible dealer a small consignment, for instance, of 16s and 20s? It would certainly be to this dealer's interest to push the American yarn to the utmost with a view to creating a market and establishing a permanent and paying connection.

## TRADE OPPORTUNITIES.

### FIELD FOR AMERICAN MANUFACTURES.

Flour is one of the most important exports from the United States to China.

In 1904 practically every pound of flour imported into China came from the United States, but the boycott started a movement by which

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the Australian product has been introduced, and vigorous efforts are now being made to increase the demand for it and maintain the supply. A commercial agent, under the direction of the Australian Government, visited China last year for the purpose of investigating trade conditions and reported that, although the United States controlled the market, there was an opening for Australian flour, which, if properly worked, could be developed into a paying business. It is known that wheat can be grown in Manchuria comparing favorably with the best quality raised in the United States, and this, it is maintained, will lead to the erection and operation of mills which will be able to supply a good grade of flour at prices below those at which the American flour can be sold. The grinding of Manchurian wheat into flour by mills owned wholly or in part by the Chinese is merely a question of opportunity and capital, and eventually the flour made in Chinese mills of Chinese wheat will control the market of northern China.

### NATIVE FLOUR MILLS.

In Shanghai alone there are six companies operating flour mills, and as two of the companies own double mills there are in reality eight in active operation. The erection of a ninth mill has just been completed, and the machinery, which is in part American and part English, has been installed. The estimated output of this mill will be 700 barrels a day. Of these eight mills all are owned by the Chinese excepting the China flour mill, which is controlled by both foreign and native capital. In every instance, however, the mills are operated under foreign supervision. The combined output of the eight mills is 3,000 barrels a day, and of this quantity approximately 1,800 barrels a day are turned out by the mills using American machinery. Chinese labor is employed exclusively. The flour manufactured is not of high grade. Although it has a white appearance and looks strong, the wheat is comparatively free from gluten and the result is a weak product.

The United States exported enormous quantities of flour to Hongkong for distribution throughout China, but the boycott was so severe in that section that the business was practically ruined. It is feared that it will take months if not years to rebuild this splendid trade, which was established and developed through the earnest, conscientious efforts of the representatives there of American flour mills.

### ELECTRICAL AND OTHER MACHINERY.

The opportunities in China for the introduction of electrical machinery and supplies seem to have been practically overlooked, and the vast field is certainly worthy of careful investigation. China has enjoyed less development along civil and electrical engineering lines than any other country of its size and importance. The field has evidently appealed to German, British, and Japanese firms, for they are on

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the ground, although poorly equipped to handle the business which has offered and will continue to present great opportunities for our home engineers and manufacturers if they will employ the same energy and business ability that characterize their operations and assure success in the United States. Shanghai has under municipal control unquestionably the best equipped electrical plant in China, and a franchise has recently been granted for a modern electric-railway system; Canton has also an electric light and power company, which has a thirty-year monopoly; Hongkong has a paying electric surface road in addition to a fair electric light and power system; Peking has an electric-light plant, and Hankau is about to acquire an electric light and power plant. A large number of small isolated plants for both light and power are scattered throughout China, and these, acting as an introduction for larger and more elaborate work along the same lines, are gradually being supplanted by general plants. It may be assumed that these central plants will, in turn, educate and prepare the native population for the great construction work which unquestionably offers opportunities for American skill and enterprise.

### AUTOMOBILES.

China presents a steadily increasing market for automobiles, and the sale of machines of American make has kept pace with the demand. While the purchase of cars to this time has been confined almost exclusively to the foreigners, the wealthier Chinese now regard this mode of travel with especial favor, and as they are well able to afford the luxury it is safe to assume that the demand will soon extend to them. Chinese drivers of automobiles are the rule rather than the exception, and this familiarity with the running of the machine, its speed, comfort, and utility, is assisting materially in influencing the natives in its favor. While American machines are firmly established on the market and have repeatedly demonstrated their superiority over cars made in other countries, it would be well for the manufacturers of the United States carefully to observe the suggestions which are regarded as essential to the increase of the sale of American automobiles. They should give prompt attention to filling and shipping orders. Close attention should be paid to the details of the shipment. No car should leave the United States unless its equipment is complete. Freight rates on automobiles are high, both by San Francisco and the Suez Canal, and while it may be difficult to procure any reduction because of the comparatively limited number exported to the Orient, it is suggested that some action be taken, in the interest of the trade in the Orient, looking to cheaper transportation.

### CARRIAGES AND BICYCLES.

Carriages are used extensively in Shanghai by both foreigners and natives. Victorias and broughams are the most popular, both heavy

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vehicles, but apparently easily drawn by the hardy little Chinese ponies, which greatly outnumber the Australian horses imported for the purpose. Dealers express the belief that there is room on the Chinese market for what is known as the 2-horse trap, built with a high seat in front, accommodating two persons, and with the customary seat behind. As this would be an expensive equipage and within the financial reach of comparatively few, it is doubtful that even under the most favorable conditions more than two hundred or three hundred could be sold, and this is a liberal estimate. Dealers generally agree that a light runabout similar to those manufactured and used so extensively in the United States would command a ready sale. A vehicle of this type, according to their idea, should be lightly but substantially constructed, having the customary and necessary cut under. The wheels should be low, of uniform size, and fitted with either iron or rubber tires. The latter, although more expensive, would doubtless be preferred. It should contain one comfortable seat, covered with corduroy or some other durable and attractive material, and the lamps, which are required on all vehicles in China, should be of the smaller-sized American type.

Bicycles command a ready sale and the demand is steadily increasing. While machines manufactured in the United States are well represented and popular, the fact that English bicycles are more extensively used indicates that a more careful study of conditions should result in a far more satisfactory business for the American manufacturers. Among the Chinese, both at the treaty ports and in the interior, there is a steadily growing demand for bicycles. Their preference is for straight handle bars and spring brakes, similar to those of the Humber, manufactured in England, and for a free wheel. The Chinese are becoming more and more appreciative of the utility of the bicycle for business purposes as well as for pleasure, and if the American manufacturer would ascertain, through his representative in China, just what changes in construction would appeal most strongly to the natives it is believed that a marked increase in the demand would result.

### MODERN FOOTWEAR.

An investigation of the markets of China indicates that there is an encouraging outlook for American-made shoes, although, up to the present time, the field is largely confined to foreign residents. Comparatively few natives have adopted modern footwear. It is believed, however, that the future will show a constantly increasing number of Chinamen wearing the foreign shoes, and this will open up a most attractive market. In the importation of ready-made shoes into China the United States has a commanding lead, and, according to merchants who handle these goods, this lead can be largely increased

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if cordial cooperation between the dealers and the manufacturers can be more firmly established. The American shoes are well known and popular among all foreign nationalities represented in the treaty ports. In order to facilitate trade, shipments conforming as nearly as possible to the styles ordered by the importer should be made promptly; the goods should be packed so that they may reach their destination in first-class condition; and large shipments should be avoided. The climate has a tendency to eat or rot the leather, causing it quickly to mildew, and for this reason dealers prefer to carry a small stock which should contain, however, as complete an assortment of the various popular styles and shapes as possible.

### MARKET FOR HORSES.

For the information of those who are interested in breeding horses for shipment to foreign countries, a careful investigation was made of the markets of China and there was found to be a fair field there for the introduction of horses from the United States. That there are no American horses in China is probably due to the fact that no determined effort has ever been made to introduce them, and the market, though limited, offers inducements of which the American exporter might profitably take advantage. Practically all the horses now in use are imported from Australia, for no especial reason apparently other than that the Australians are keen traders, and with frequent consignments, in the absence of all competition, keep the market well supplied. While foreigners and the wealthy class of the Chinese are not dissatisfied with the horses now imported, it does not follow that they are so prejudiced in their favor that they would not welcome an opportunity to compare them with the American-grown animal, and horse dealers in China unhesitatingly express the belief that horses bred in the United States would not only stand the climate well, but would be only temporarily affected by the necessary change of feed.

There were 1,900 horses licensed in Shanghai in 1904, and probably 1,000 more would cover the whole number licensed in the Chinese Empire. These figures include the Chinese ponies, which greatly outnumber the Australian horses, and these two classes are the only animals used for riding and driving in China. If an American shipper should desire to enter the field in competition with the Australians, it would be necessary to arrange with a dealer to receive and handle a consignment in the way that is now customary on the market. From him such information as would be necessary for guidance in properly transporting the horses could be obtained and the commissions, incidental expenses, and terms of settlement explained. While the market is not a large one, it is of sufficient size, in the judgment of those whose opinion may be relied on, to justify a trial, with conditions favorable to the establishment of a paying industry.

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### BUTTER, MEATS, AND FRUITS.

That it is possible to place American butter, meats, and fresh fruits on the Chinese markets is regarded by the business men of the Empire as assured if refrigerating plants could be established on the Pacific liners. The installation of refrigerating plants in steamships plying between the Pacific coast and Shanghai for the sole purpose of exporting American meat products would hardly be justified by the conditions as disclosed by careful investigation. If, however, refrigerating plants of sufficient capacity to transport the various other perishable products of the United States were established, there is no doubt expressed among the merchants of Shanghai and northern China that a permanent market with a constantly increasing demand could be established. The success under those conditions of an effort to introduce in large quantities fresh butter made in the United States is generally conceded; the demand is surely of sufficient proportions to justify the trial if the facilities for transportation were such as invariably to insure its arrival in good condition. The Australian butter controls the market, but good judges do not hesitate to assert that a better article can be produced in the United States if the manufacturer will make the effort.

If American fruits could be laid down in China in good condition a large market could easily be established, permanently maintained, and gratifyingly increased under the characteristic American push, energy, and enterprise which are inseparable from business success at home. Oranges, lemons, and apples from the United States are now sent out in comparatively large quantities and promptly disposed of. If refrigerating plants should be established on the Pacific liners, it is suggested that the American fruit men send out an expert representative to investigate the market thoroughly and thus find a far greater outlet for their products.

### THE JINRIKISHA AND WHEELBARROW.

The jinrikisha, drawn by a human being, is an institution of China. This two-wheeled, smooth-running, and comparatively comfortable vehicle, in which a passenger may ride at a reasonable fare, is deservedly popular, not alone among the Chinese, but with the foreigners, who find the jinrikisha of great utility for short distances during business hours. The jinrikishas are found in greater or less numbers throughout the Empire, while thousands are in use in large cities, indicating the enormous and constantly increasing demand for them. The large annual transactions may be more fully understood when it is realized that their life scarcely ever extends beyond three years, and that even the best of their parts are practically useless in the construction of new jinrikishas.

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It might be profitable for the American steel men to send an expert to China to investigate the possibility of introducing steel into the construction of the jinrikisha. From all appearances and through inquiry among the jinrikisha masters the plan looks feasible. The principle, roughly speaking, might be the same as that of the American contract wheelbarrow, with reenforcements and economy of material effected in much the same manner as in the barrow. As a suggestion (made by a member of a jinrikisha syndicate) the two sides and back might be stamped out of steel. The steel should be as thin as possible, but of sufficient strength to withstand the rough usage to which the jinrikishas are subjected by the coolies. At the same time the ornamentations, consisting of corrugations, flutings, or whatever might be deemed advisable, could be stamped. Angle steel or tubing could be used for reenforcement, whichever might be the easier made and the stronger, to insure durability. The hood hoops are now made of bamboo, and it is suggested that thin steel might be substituted, as the covering could be quite as easily attached. The floor, it is assumed, could be made of steel and possibly covered with wood for the greater comfort of the passengers. The pulling bars or shafts, it is quite possible, will still have to be made of wood, because of the lack of flexibility and the preference of the jinrikisha coolie, although this is a minor detail.

It is also suggested that should the steel-constructed jinrikisha appeal to the American expert as feasible, the vehicle be made to imitate as closely as possible the Japanese jinrikisha in style, finish, and weight, eliminating, of course, the Japanese plan of a flimsily built article.

Another institution of China is the wooden wheelbarrow to which the natives are so firmly attached that it is problematical whether any change from this cumbersome vehicle would be acceptable. An investigation was made, however, with a view to placing a description of the vehicle before the American manufacturers and inviting their attention to the practically limitless market.

### SEWING MACHINES.

The United States controls practically the entire sewing machine market in China. The bulk of the trade is in the hands of the Singer Sewing Machine Company, but the "New Home" "Domestic," and "Standard" sewing machines, all of American manufacture, are also represented in the market through commission houses. Their sales are, however, limited, which may be attributed more to a lack of effort properly to introduce them than to inferiority to other makes in style, finish, durability or work turned out.

In central and northern China a few German sewing machines are imported through commission houses, but although their prices are

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from 30 to 50 per cent lower than those of the American machine, customs returns indicate that their sales constitute not over one-tenth of the business transacted. A determined effort has recently been made to introduce machines of Japanese manufacture but with poor success.

An effort is to be made in the near future to dispose of sewing machines to the Chinese Government. Under edicts recently issued the military have adopted a uniform half foreign and half native, and it is believed that still further concessions to comfort and utility will be made which will cause the army gradually to accustom itself to the foreign style of dress in its entirety. In order economically and expeditiously to manufacture these proposed new uniforms, representatives of the American companies believe that sewing machines will be introduced and that their work will be so satisfactory that large orders will result.

### TINNED GOODS.

The consumption of canned fruits in China is confined almost exclusively to the foreigners, although within the last year a slight demand has been noticeable among the wealthier class of natives. The trade even though it be so restricted, is well worthy of cultivation, and its development in the Chinese markets is receiving careful attention. Fully 60 per cent of the trade in canned fruits is confined to the brand known as seconds. The fruit which is packed in a light sirup is of an inferior grade, but sound and palatable. The standards, with larger and more carefully selected fruit of better color and put up in a heavier sirup, command a sale of approximately 25 per cent of the entire importation. Still larger and better selected fruit with 20 degrees sirup are used for the extra standard grade. The sale of these goods is about 10 per cent of the total. The extras made from the finest fruit obtainable, as to size and color, and containing between 30 and 40 degrees of sirup, command a sale of approximately 5 per cent of the canned fruits on the market. The fruits raised in China are practically without flavor, and as they are unsatisfactory for canning purposes, that industry has never flourished in the Empire.

### BRITISH DOMINATION.

Notwithstanding the rebate on tin, its cost, combined with the cost of sugar, renders it impossible for our home manufacturers to compete with the great English exporters whose jams control the markets of the Orient. The prices of their products, laid down in China, are so low as to defy American competition, and this appears to eliminate us as a factor in that especially inviting market. It is an open trade secret that there is shipped annually from San Francisco to England large quantities of fruit pulp (the lowest grade of fruit which is

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used for pies, etc.). It is there made into jams and shipped to the Far East to help strengthen the commercial barrier erected against similar goods of American make. It is evident that in this as in cotton piece goods we supply England with the raw material from which she manufactures and exports to the Orient goods with which we can not compete in price.

### UNITED STATES LEADS IN VEGETABLES.

A comparatively small market for canned vegetables has been established in China, and in this, as in canned fruits, the foreigners are the chief consumers. The products of the United States have practically no competition, with the exception of small peas, in which France has been making a strong bid for supremacy. California now controls the canned asparagus trade, which formerly belonged to France and Germany. Aside from the excellence of this California vegetable, there is an unanswerable argument in its favor. California asparagus can be sold in the markets of the Orient 35 per cent under the European prices.

With the exception of canned meats for army and navy use, there is a discouragingly small trade in those products; but, according to business men thoroughly in touch with the situation, this market is capable of development, and every effort will be made to increase the sales of the American products by those now on the ground who are handling them.

### CUBE SUGAR.

American cube sugar can reach the Chinese trade, even at a higher price, because of its superiority. All cube sugar made here for export is manufactured from foreign raw sugar and refined so much better than in Hongkong that it is readily given the preference. Unfortunately, however, for this industry, the great bulk of the Chinese cube sugar trade is in 6-pound tins. The immense quantities consumed in all parts of the Empire are the product of the Hongkong refineries and put up in tins there. The American sugar men can not compete for this enormous trade for the reason that the tins can not be manufactured in the United States at a cost that will enable them to lay down in China the 6-pound tins of cube sugar demanded by the Chinese at the prevailing market quotations. This is a serious handicap and nullifies the favorable effect produced by the superior quality of our product. The goods would sell themselves if they could be landed at Shanghai at a cost that would permit of competition. The Chinese buy the German and French beet sugars during the winter months because of their lower price and because they will not melt in cold weather. The superiority of the American cube sugar is again shown by the fact that it will keep in the Tropics. The San Francisco

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Western Sugar Refinery imports raw sugar from Java, refines it, and then exports to Shanghai, where it is sold in competition with the products of the Hongkong refinery. For this trade, however, it is only possible for the American company to ship in cases.

### MACHINERY.

China presents a fine opportunity for the development of trade in machinery of all kinds, and it is suggested that if American manufacturers desire to secure their rightful share of the expansion, regarded as inevitable within the next few years, they should send out experts to study the requirements of the market. It is impossible to explain in detail the objections raised by the Chinese to American-made machinery; but one complaint, frequently heard and comprehensive in its scope, is that our machinery is too lightly constructed and not well adapted to the wear and tear incident to the handling by more or less inexperienced native operators. The force of this objection is generally recognized by practical men in China who have seen the abuses to which machinery is usually subjected. There is no mistaking the superiority of our milling machinery over similar goods manufactured in other countries; but while this fact is freely admitted, the heavier, stronger machinery is regarded as preferable for Chinese use. No doubt this is largely a question of education and practice, and therein lies the necessity for a practical personal representative of a manufacturing company. The services of such a man are urgently required for properly setting up the machinery. The failure to do this is not by any means uncommon in China. The advantages, too, to be derived from his helpful, practical suggestions with regard to operation and his ability and preparedness promptly to repair any damages can not be overestimated.

The demand for cotton, flour, and paper milling machinery is certain to increase rapidly, and, properly handled, there should be no doubt of the United States securing at least its proportionate share of the business. There are comparatively few sawmills in China; but this does not mean that the limit has been reached.

The possibilities of this line of machinery should be carefully investigated. The opportunity for disposing of machinery for mints has passed, at least for several years to come. The Government at Peking has awakened to the danger of a debased currency through overissue, and the authority of the provincial officials has been so curtailed as to prevent the further unlimited manufacture of copper cash pieces.

There is also a fair demand, which can unquestionably be largely increased by the application of live American business methods, for lathes, woodworking machinery, steam pumps, hand and power drilling machines, metal planers, engines and boilers, electrical machinery, dynamos and motors, valves, and fittings.

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### CLOTH MILLS.

The Chinese are becoming more and more impressed with the importance of establishing cotton-weaving mills for the purpose of turning out piece goods to take the place, so far as is possible, of those now imported. That there is no cotton-milling machinery manufactured in the world superior to that of American make is not questioned by experts, but the Chinese are not experts and they entertain a different opinion. Mills of this kind will, in a comparatively short time, be erected in various parts of the Empire, and it is a market that our home manufacturers can not afford to neglect. A constantly increasing demand for mining machinery for opening up the great mineral deposits of the Empire is also regarded as assured by practical business men who are closely in touch with existing conditions. These facts point clearly and unmistakably to the necessity of sending out machinery experts if our manufacturers hope to participate in the development of the trade.

### PACKING OF MACHINERY.

In packing machinery for export to the Far East the greatest care should be exercised. The arrival of a machine with one or more of its parts broken is a serious mishap. The stock of the few houses dealing in American machinery is so limited that it is only on rare occasions that the broken part can be replaced in China. When this can not be done, it is necessary to send abroad for a duplicate, which, under the most favorable conditions, can not arrive in less than six weeks or two months, and it usually takes much longer. Exporters must understand that in shipping to the Orient machinery should be far more substantially packed than for the comparatively short hauls from the factory to points in the United States.

### HARDWARE.

America now commands approximately 10 per cent of the importation of builders' hardware into China, but England and Germany control the trade. The great bulk of hardware used in building construction is, however, manufactured in China. In this, as in practically every other commodity exported to the Chinese Empire, American trade can be increased if our manufacturers will give careful attention to the requirements of the market. They should examine especially the sizes, shapes, finish, and general appearance of the articles preferred, should exercise the utmost care in packing, and give prompt attention to the filling of orders according to specifications.

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### CHEAPNESS A PRIME FACTOR.

American goods are, generally speaking, higher in price than those of other countries, and this is a decided handicap in a market where cheapness is the prime requisite. Tools made in the United States are recognized as being of superior quality and workmanship to those of England and Germany, and this has had the effect of opening up gradually a market for our wares. This, however, has been a slow tedious development, notwithstanding the efforts of the dealers in American goods, and as the demand of the Chinese has been and still is for articles of low price, no matter what may be their appearance or durability, it would seem to be a wise business move to cater to their wants. This would not necessitate the retirement of first-class goods, for which a limited and slowly growing market has been established, but it would require the introduction of cheaper tools of inferior quality modeled in accordance with the whims and prejudices of the natives.

### NAILS AND GALVANIZED PIPE.

The superiority of the American cut and wire nails is recognized in China, and they command the market, at least in the central and northern parts of the Empire.

Black and galvanized pipe of American manufacture has up to last year had a limited sale because of its high price in comparison with the product of competing manufacturers. In 1905, however, the market showed a considerable expansion in the demand for American pipes and fittings, due to the determined efforts of the importers of those materials. It may be said that a breach has at last been made in the monopoly of these goods, so long and profitably enjoyed by England, and the outlook is encouraging for a still stronger invasion of the market.

In scales and balances the American products hold the market, but too little attention is paid by the American manufacturers to proper packing and the prompt filling of orders. More care in this regard would unquestionably result in increased business.

## NATIVE PRODUCTIONS.

### CHEAP HANDMADE ARTICLES.

Departing from a review of the imported goods on the markets of China it will be profitable to discuss cheap articles made by hand by the natives which are in universal use among the millions of the Empire. This market is practically limitless in extent, and because of its magnitude it would seem that our factories, with their improved labor-saving machinery and small cost of production, could profitably turn out these articles in such great quantities as to insure their delivery at



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the treaty ports at a price well within the purchasing power of the consuming masses. If, on a careful investigation by practical experts, the feasibility of their manufacture in the United States and the subsequent establishment of a market could be satisfactorily demonstrated, it would only remain for our factories to make articles that would resemble in every particular those now in use. It would be impossible to force an innovation on the Chinese masses, and to secure this trade it would be essential to give them exactly what they want, things to which they and their fathers and their fathers' fathers have always been accustomed.

### CHINESE SHOES.

It is estimated that the common classes expend on shoes approximately $3 a year, Mexican, and the higher classes from $6 to $20 a year, Mexican. This means an annual expenditure of several million dollars, which is now retained within the Empire. The shoes differ but little in shape or style, and the quality of the material used in their manufacture varies only in that satin or silk or cotton is used for the uppers. A brief description of Chinese shoes, samples of which are now in possession of the Bureau of Manufactures and available for inspection, follows:

No. 1 (man's shoe worn by Chinese merchants and shop apprentices). They have a cotton-cloth sole, cotton-cloth uppers, and cotton lining. They sell in the shops at retail for 80 cents, Mexican, a pair, or approximately 40 cents in American money.

No. 2 (coolie shoes and occasionally worn by Chinese boys in athletic sports). They have a cheap, thin leather sole, cotton-cloth uppers, and are lined with the same material, usually colored blue. Their retail price is 50 cents Mexican a pair.

No. 3 (men's shoes worn by middle-aged and elderly Chinese gentlemen). The sole is a thin layer of leather, then a layer of paper, with the inside sole and lining of cotton cloth usually dyed blue. The upper is of satin. The price is $1.20 Mexican.

No. 4 (men's shoes worn by the gentry and middle-aged men of the higher class). The sole is a thin layer of leather, then a layer of paper or feathers, with an inside sole and lining of cotton usually dyed blue. The upper is made of satin. The price is $1.40 Mexican.

No. 5 (ladies' shoes, worn by the class known as "reformed ladies," i. e., women whose feet are not bound). The sole is a thin layer of leather, with a lining of cotton next to the foot. The uppers are satin. They sell for 70 cents Mexican a pair, and have an enormous sale.

If these shoes are purchased in large quantities, a reduction of 10 per cent is made. Chinese shoes are all made by hand and by probably the poorest-paid labor in the world. The patterns are cut and given to the women, who sew the uppers together and return them to

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the shoemaker, who puts on the sole. They are then disposed of to the Chinese merchants, whose shops are scattered throughout the native cities.

If an American manufacturer could produce and lay these shoes down in the various ports of China at prices as low or lower than they now command, it is believed by business men that a trade of immense proportions could eventually be established. Shoes, if made here, must, however, be exact counterparts of those now made and worn in China, and any departure from this rule would instantly destroy their chances on the market. There should be no difficulty in imitating them in all essential particulars, and it would seem wise on the part of manufacturers interested in footwear to examine this proposition with the utmost care.

### SCISSORS.

In the native cities may be found shop after shop selling nothing but scissors, handmade by Chinese workmen and used in enormous quantities throughout the Empire. They are of various lengths, but the most popular size is from 5 to 6 inches, including handle. The small sizes sell for approximately 60 cash, the medium size 80 cash, and the large size 210 cash. The extremely low cost of these articles, made, as they usually are, from scraps, may be better appreciated when it is explained that 1 Mexican cent is the equivalent for 9 cash.

### HOUSEHOLD UTENSILS.

Spoons, cleavers, and other household utensils may also be mentioned as presenting an attractive field, because of their enormous sale. Cheap lamps are in great demand, and in these German manufacturers, after a careful survey of the market, decided that they could compete, and they now have a trade of large proportions which is constantly increasing. If experts from the United States would go into the native cities of China and make a thorough investigation of the demand for these small articles that have been overlooked by the world's traders they might discover a way for our home manufacturers to enter the field. That way once opened with a market established and developed under the methods inseparable from business success in the United States it might be that the keynote of American commercial opportunity in the Chinese Empire would be sounded.

## TRADE-MARKS.

### NO PROTECTION AFFORDED.

The question of trade-marks and other protection in foreign countries is one of the highest importance to manufacturers of special lines of goods. It is especially important in China, where the people are

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strongly wedded to custom, and where limited knowledge of progressive methods of the outside world makes them suspicious of everything that is new, regardless of any merit that may be presented. The Chinese law affords no protection to foreign trade-marks, a condition that has frequently led to serious complications. Trade-marks of goods popular on the market have been closely imitated, and a cheaper and inferior quality has been substituted and disposed of under a spurious mark. This has led to a concerted effort on the part of foreign government representatives to have the Chinese Government promulgate regulations which will minimize the abuse. Under present conditions the merchants representing foreign manufacturers file the trade-mark with their consular representative, and it is then transmitted to the custom-house, where it is recorded by number.

The only advantage accruing to the business man under this arrangement is that in the event of trade-mark regulations going into effect he may claim priority and prevent a similar mark, subsequently filed, from being used in China. This is the only object of the transaction, for the Chinese Government at present expressly disclaims any legal protection whatsoever to the foreigner against a counterfeit of his trade-mark. Should such a law go into effect, the Chinese Government could only aid a foreign merchant to the extent of preventing native dealers from selling goods masquerading under a counterfeit trade-mark. If the "chop" of a foreign manufacturer should be imitated by any other foreigner (and these instances have not been uncommon in China), his only remedy lies in prosecution through his consular representative.

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# TRADE CONDITIONS IN NORTHERN CHINA

By RAYMOND F. CRIST

S. Doc. 484, 59-1——6



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# LETTER OF SUBMITTAL.

WASHINGTON, *May 10, 1906.*

SIR: I beg to submit herewith a report on the results of the study of trade conditions in that part of the Chinese Empire assigned to me for investigation.

In pursuing this investigation it has been with two objects in mind: To obtain a general view of the existing commercial conditions, and to deal as practically as possible with specific commodities going to make up the large volume of foreign trade in northern China.

The report sets forth the results of study along these lines, giving what is believed to be the best methods whereby American manufacturers and prospective exporters may enter the markets of China, and supplying information which may be instrumental in enabling those at present engaged in this field to take advantage of the existing conditions to capture a larger share of the immense and steadily growing trade of the Far East.

Respectfully,

RAYMOND F. CRIST,
*Special Agent of the Department of Commerce and Labor.*

The SECRETARY OF COMMERCE AND LABOR,
*Washington.*



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# NORTHERN CHINA.

## 1. INTRODUCTION.

That part of the Chinese Empire comprised, roughly, between the thirty-third degree of north latitude and the southern boundary of Siberia has an area almost as great as that of the United States without Alaska, an estimated population of 200,000,000, and an average per capita purchasing of only 36 cents, as shown by the net foreign and domestic imports of $55,000,000 in 1904 of Tientsin and Niuchwang, the ports through which this territory is supplied. It is richer than fabled Cathay as a market for American manufactured goods, its millions of people having constantly increasing wants and buying power, and as a prospective source of raw materials, for its plains and valleys are fertile and intensively cultivated, its plateaus exhaustless grazing grounds, and its mountains rich in useful and precious minerals.

The territory under consideration includes an area of 2,752,000 square miles, the smaller portion of which embraces the northern part of China proper, with an area of 522,260 square miles and a population of over 134,000,000, and the larger though more sparsely populated section comprising the dependencies of East Turkestan, Sungaria, Mongolia, and Manchuria, with a combined area of 2,230,000 square miles.

### INFLUENCE OF CAUCASIAN CIVILIZATION.

In considering the attitude of the Chinese toward foreigners and foreign institutions it should be borne in mind that they are intensely conservative. Their civilization antedates the Christian era, and their religion is at bottom fatalism. Such people, even though they be commercially shrewd, are slow to yield to new methods and customs, especially since the old have been found adequate for a score of centuries. Yet the past decade has witnessed a wonderful awakening and the temporary check, caused by the boycott on American goods in the southern provinces, has not been felt in northern China. Instead



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of an antiforeign feeling in the "open ports" there is a distinct approval of foreign wares and manners. The friendly attitude of the Peking Government, the influence of Christian missionaries, and the adoption of Western ideas in education are the chief factors in this renaissance.

### STABILITY OF THE GOVERNMENT.

At no time since the trade of China has become of importance to the various nations of Europe has the integrity of the Empire been so secure as it now is. The United States and Japan have added their influence to that of other governments opposed to a division of the country, and all the nations with interests in the Far East seem convinced that the prosperity of the Empire and its people lies in allowing them the greatest freedom in solving their own problems. To this immunity from outside encroachment the Peking Government adds a constantly increasing intrinsic strength, greater now than at any time since the Boxer uprising. The native army, uniformed, armed, and drilled after the Western plan and with Japanese and Caucasians among its officers, gives evidence of high efficiency and is a great factor in maintaining internal peace. Its increasing stability and the study of Western economic ideas have given the Government the power and desire to establish a uniform currency. The new Kuping tael is to be 98.9 per cent pure silver, and when the coins are ready for circulation all customs and taxes must be paid in them and business transactions must be made in the new currency. A law against taking the new tael or subsidiary coins at less than their face value will be effective concurrently with their issue. This currency reform will ultimately wipe out the present system of provincial coinage of copper, which has flooded the Empire with large numbers of "cash." In this economic reform there is also the promise of a readjustment if not reorganization of internal taxation, which at present is burdensome to trade.

### NEW EDUCATION.

Chinese youth of high caste, educated in Europe, America, and Japan, returning home have influenced the governing class. The old, almost fruitless system of schooling for the classical civil-service examinations has been discarded, and a course of study on occidental lines has been substituted. Modern educational methods and subjects have been introduced in all Government schools, and pupils from all parts of the Empire feel their influence, both in the Imperial universities and in the secondary schools.

In the Province of Pechili, Viceroy Yuan Shih-K'ai has established a system of schools beginning with the primary grades and including the universities at Tientsin and Pao-ting-fu. Ten of the larger cities have primary and secondary schools in which American, European,

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and Japanese teachers give instruction in arithmetic, English, geography, athletics, and military drill. In Tientsin there are 50 primary schools of all kinds and advanced studies in language, physical science, and mechanics are pursued in the university. Most of the supplies used in these schools are of American or European pattern made in Japan. The classes in drawing, for instance, use oriental conceptions of the likenesses of Washington, Franklin, Lincoln, Grant, McKinley, and Roosevelt. The equipment of the schools of mechanical engineering and electrical engineering includes the most modern machinery. Telegraphy is taught on the latest instruments, and the wireless system is illustrated by working models.

### CHINESE INITIATIVE.

The most tangible effect of the educational influences is seen in the arousing of the initiative of the upper-class Chinese. In ever greater numbers young men are entering American and European institutions of learning, while thousands are now in Japanese schools. The Board of Commerce in Peking is urging the chambers of commerce throughout the Empire to study international trade, and merchants are advised to extend their knowledge of affairs by travel and study abroad.

The changes outlined are extremely slow working, as Chinese conservatism honors the customs that were old when Western institutions and the Westerner himself were yet unborn. But that a change is working in the Chinese and that they are susceptible to the influences of Western ideas, innovations, and customs is plainly shown by a glance at the articles that now go to make up the purchases from abroad. A trip into the interior in all probability will disclose nothing of foreign make, even if the traveler look closely. The sights most in evidence on every hand will bespeak a state of affairs unchanged for centuries. In the personal contact with Chinese there will doubtless be seen nothing of modernism as conceived by Westerners, save with the officials and among those in the "treaty ports," and even with the latter it will be lacking.

Mass movement in a people of such immense numbers, intensely conservative and with characteristics differing from any other nation, is not to be found in individual contact and experience. For where advancement and education pronouncedly developed is found in one individual, he finds on every hand hundreds and even thousands who are still held in the grip of past centuries. The one is swallowed up in the masses—he seems to count as nothing in the great equation. And yet it is just the presence of this force of education along all lines that has at last touched the senses and quickened the pulse of this vast people.

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## TRANSPORTATION.

### RIVERS AND CANALS THE PRINCIPAL AVENUES—RAILWAYS LIMITED.

In all Asia there are only 30,000 miles of railway and in China not over 2,000 miles completed and in running order. Transportation is largely by the numerous rivers and canals which form the medium for communication with the interior, and for regions remote from the waterways the pack train, caravan, cart, and wheelbarrow are resorted to. In China, as elsewhere, the freight rate plays an important part in trade, and in the making of that rate the change from one form of conveyance to another and the method of transportation are the important factors. Railway transportation is cheapest, but is extremely limited. River rates are not high in themselves, but the transfer of freight from heavy to light draft boats makes an extra charge on goods destined to ports a few hundred miles from the coast. The last transfer from boat to pack train or caravan and the necessary splitting of freight into small bundles is another charge in the great expense. Many interior markets will remain closed to foreign goods until better transportation facilities are provided, simply because the cumulative freight charges are more than the goods themselves are worth.

### CARAVAN ROUTES.

In many parts of the country the roads are so nearly impassable that the use of carts is practically prohibited and the pack pony or camel is resorted to. At present the great mass of the commodities transported from Tientsin and Niuchwang to the interior follow the beaten trade routes. The northern trade or camel route passes through Peking to Kalgan, where it divides. One branch, leading in a northwesterly direction, traverses Mongolia and passes through many large and small settlements to Urga, the principal point en route to Kiakhta, the first stop in Siberia. From Kalgan the second or western branch leads to Kwei-hua-cheng, about 200 miles distant. At this point it in turn divides.

The southern trade route passes through Pechili Province to Honanfu in Honan Province, thence west to Sigan in Shensi Province into Kansuh Province to Lanchow, its point of junction with the northern route.

Two other routes lead from Tientsin, one going through Peking and turning in a northeasterly direction passes through Pechili and across the eastern portion of Mongolia, entering Manchuria at Tsitsikar, a station about 300 miles northwest of Harbin. The other follows the same general direction along the coast line of the Gulf of Pechili through Hsinmintun and Mukden into the Province of Kirin in Manchuria. Vast quantities of foreign and native merchandise pass

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over all these routes annually, though less than formerly by the last-named two, due to the operation of the Chinese Imperial Railway, which follows the line of the last-described route.

### INLAND NAVIGATION.

The waterways of north China are too well known to call for more than brief mention, especially as their utility is passing in those regions in which the steel rail has made its advent. In the matter of the Grand Canal, with its terminal at Tientsin, it can be said that at this point, and for several miles from the city, it is of little practical use, having the appearance of an irregularly defined body of water with walls or sides slightly above the level of the surrounding country. The Hoangho is on the average too rapid to admit of commercial navigation and would better serve as a future source of electrical power. The Liao River, on whose banks Niuchwang is situated, is an important highway, along which great quantities of native and foreign produce annually pass, and is a well-patronized route even in the presence of the railways which have been extended through that territory. The Amur and Sungari rivers during the period of their navigation—from April to September—also carry large quantities of native and foreign produce.

### RAILWAYS.

The first railway in China was built in 1876 and was twice torn up by the order of the official who ruled the country about Shanghai. At present there is only 1 mile of railway to every 130,000 people. But the attitude of the governing class has changed. The mass of the people appreciated and used the railways from the first, and now the upper classes not only want new lines but, having engaged in the business themselves, are endeavoring to develop the industry instead of having the country exploited by foreign corporations. The Government has engaged in the business with profit to the people and the imperial treasury. Three distinct roads are in operation and at least a dozen concessions have been granted, on many of which construction has already begun.

With the experience gained under the native management of the Imperial Railways of North China, the Government is about to undertake a line from Peking northwest to Kalgan, a distance of about 360 li or 120 miles. The route of this road has been surveyed, and estimates place the cost of construction and equipment, with necessary rolling stock, at something over $5,000,000. The plan contemplates the completion of the road within four years after commencement and proposes drawing the necessary funds from the profits of the imperial railways to meet the expenses as the work progresses.

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With the opening of the lines from Peking to Tientsin a great change was at once perceptible in the decrease of shipping from the interior by water routes. Furs, skins, hides, and straw braid, which were brought down in such quantities that at times the Peiho was congested and traffic greatly impeded at Tientsin, are now carried by rail, and the congestion in the water traffic from this cause is a thing of the past. A reduction of transportation charges from those of the slow camel and water routes has resulted from railway competition, while the shortening of the time between Tientsin and inland cities has effected a certainty of delivery which has broadened the field for the distribution of foreign commodities. The distance from Tientsin to Peking is 90 miles and from Peking to Kalgan is 120 miles, while the freight rate by rail between the former places is just one-sixth the charge for camel transportation between the latter places.

## PECULIARITIES OF TRADE.

### ADHERENCE TO OLD CUSTOMS AND CHOPS.

Nowhere more than in the United States do the merchants cater to the whims, fancies, and prejudices of their patrons; yet these very elements of the Chinese trade are looked upon as demands difficult and sometimes impossible to meet. The truth is that the inborn conservatism of the people of China makes them as slow to change their ideas about goods as about other things, and instead of requiring ever new styles, as Americans do, they merely demand conformity to their needs and tastes, which are limited. For many years they have confined themselves to certain trade-marks or brands in the selection of foreign commodities, and goods similarly marked or marked in some different way having proved unsatisfactory they have been led to suspect all but established "chops" or brands. It is this opposition to change that must first be reckoned with in selling to the Chinese. They are slow to buy from new sources and just as slow to desert a house with which they have opened satisfactory trade relations.

### CREDIT.

The honesty of the average merchant is above question. If he can pay his debts, he will do so, because he is bound by a score of guilds and traditional ties not to default. To be sure he demands "time" in the settlement of many transactions, sometimes as long as six months or a year, but he also willingly pays interest on the outstanding obligations. Frequently large deals are consummated without the passage of a written promise to pay, and yet the losses by foreigners in Chinese trade are insignificant, so far as the failure of ultimate liquidation by native merchants is concerned.

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All transactions in Tientsin foreign trade are upon the credit basis, and therefore business done on a large scale requires immense capital on the part of those engaged in foreign importations on a purely commission basis. The bulk of the foreign trade is done on commission. Payment is generally made for goods purchased in London, New York, or Hamburg by draft drawn at sixty or ninety days after sight. In no instance is payment made for a consignment until sixty days after its arrival, although it may have been delivered immediately upon its landing. After sixty days have passed interest is charged on the indebtedness to the time of settlement at rates varying from 7 to 10 per cent, regulated to the standing of the Chinese patron, and also governed somewhat by the amount of capital possessed by the foreign house. The time during which no interest is charged is included in the price at which the goods are sold and constitutes a fixed element in every transaction, together with all incidental charges.

### THE COMPRADOR.

No Caucasian assumes to trade direct with the Chinese, but transacts business through the medium of an English-speaking native employee, or "comprador;" therefore a knowledge of the language is not imperative, as indeed a conversational command of all the dialects would be almost impossible. The "comprador" is an employee of the resident agent or importer, and is paid a small salary and a commission of 1 per cent on all goods sold by him. He is always a Chinese and familiar with the financial standing of the merchants with whom his principal deals. A bond is given by each comprador to the importer and he thereby becomes responsible for any loss. This makes him at once careful and independent. Frequently the salary paid him is little more than enough to pay his expenses, but the 1 per cent commission adds up so rapidly and the Chinese are so provident that many compradors have become immensely rich.

### TREATY PORTS.

Foreigners, excepting representatives of foreign governments and missionaries, are allowed to live and trade only in the cities known as "open or treaty ports." There are thirty-six of these ports, most of them on the seacoast and some only partly open to trade, while in north China at present there are only four. So far as landing merchandise from foreign countries is concerned the open ports give access to most parts of the coast and navigable rivers, but the internal trade is practically closed to foreigners. The number of open ports has increased from five to thirty-six and will continue to increase, but at the present rate it will probably be many years before the interior is opened to unrestricted trade. In this, however, an exception must

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be made of Manchuria, where, according to an agreement recently made between the Japanese and Chinese Governments, sixteen of the larger cities are to be opened to foreign trade as soon as the evacuation of that region by Russian and Japanese troops is completed.

### CUSTOMS DUTIES AND LIKIN TAXES.

The duties on practically all foreign commodities entering Chinese ports are levied upon a 5 per cent ad valorem basis. An additional tax of one-half the regular import duty is levied on goods passing to the interior under the protection of the "inland transit pass," which franks them to their destination free from further taxation. That the transit pass fails at times to afford the full measure of protection expected of it is shown by the fact that less than 60 per cent of foreign goods entering Tientsin are sent inland by this method, the remainder trusting to passing the likin tax at an expense less than the combined likin and transit levies. At Niuchwang no goods are recorded as passing inland under the transit pass system. Native imports can not be covered by the inland transit pass.

In addition to the imperial customs duties collected at ports of entry each province and sometimes a prefecture levies a tax called "likin," similar to the gate tax of cities of the Middle Ages. This likin tax must therefore be reckoned with in the internal trade of China.

### BANKS AND BANKING.

There are a number of English, German, Russian, French, and Japanese banking establishments located in the foreign business sections of Tientsin and Niuchwang, while agencies for the International Banking Corporation, an American bank, are maintained in both of those places. The Yokohama Specie Bank also has a branch in the native city of Tientsin. Daily quotations of the exchange rates are received from Europe, America, and England. Drafts against documents on arriving merchandise and commercial paper are handled in much the same manner as in America. Every bank has its corps of Chinese employees, chief of whom is the comprador, who employs and pays the schroff or cashier, native bookkeepers, bank runners, market runners, and other native employees, and is custodian of the funds. In the matter of all loans to natives made by banks the comprador is invariably the guarantor and receives a commission of from one-half to 1 per cent on such transactions.

### PURCHASING POWER.

The importation of merchandise by the Empire of China has been gradually increasing until it exceeds the exports by over 40 per cent. With no apparent recourse to revenue from large producing enterprises it would appear that within a short period China must cease buying abroad. A deeper view makes it possible to see that there are

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extensive invisible assets in the remittances from Chinese emigrants, which, together with money brought into China by foreigners and returning natives; expenditures for foreign embassies, consulates, missions, hospitals, and schools; maintenance of foreign garrisons and foreign war vessels, and expenditures of foreign moneys in the development of railways and mines, brings enough money into the Empire to more than offset the amount which goes out in paying principal and interest on loans and indemnities, thus equalizing the unfavorable balance of trade.

Another influence most cogent in its effect is the proverbial frugality of the Chinese. This factor, while probably not one that would appeal forcibly to those unfamiliar with their domestic economy, nevertheless enables them to utilize practically all their financial resources for business purposes, their daily living requirements being far below any Westerner's conception.

## FUNDAMENTAL PRINCIPLES.

### POINTS THAT SHOULD BE OBSERVED.

Before passing to the special phases of trade with China it will be of value to sum up the fundamental principles upon which may be built success. The Chinese carry their conservatism into foreign trade. Goods once established command ready sales if the quality is maintained, and, inversely, goods once found wanting are eschewed thereafter, although the brand may later be brought up to the standard. In short, fair dealing is appreciated in China, as in the United States, but to this requisite is added a demand on patience and for conformity to prejudices which are characteristic of the Chinese market.

The Chinese Empire should not be regarded as a dumping place for inferior goods nor as an outlet for surplus stock in times of depression at home. If it is to be of any permanent value as a market for American manufactures, it must be cultivated assiduously, sent the best grade of material of the kind in demand, and quoted the lowest prices. Although the number of people is great, their standard of living is low and the margin of existence so closely drawn that low-priced articles only can be expected to sell. Immense quantities of such articles will be taken, however, and the manufacturer may look for his profits to large sales on a moderate margin.

These points should be kept in mind:

1. The prejudices as well as the wants of the people must be considered.

2. After allowing for prejudices, goods must be of first quality consistent with low price.

3. Limitations on foreign trade and peculiarities of banking, tariff, and transportation can be met best by active resident agents of American nationality.



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## II. FOREIGN TRADE.

In the decade from 1894 to 1903 the net foreign imports of China grew from $124,819,000 to $209,113,000, an increase so great that in the latter year the importation of foreign goods amounted to more than the value of the entire foreign trade, both imports and exports, in 1894, which was $185,732,000. This increase was felt in all of the great divisions of the import trade. The largest percentage increase shown was in the import of yarns, which grew 161.6 per cent. Metals stood next in rank in percentage of increase, 78.9 per cent, though they were next to lowest in point of actual growth. The broad division of sundries gained 68.9 per cent, this being the largest actual increase, while piece goods made a 62.3 per cent gain. Cotton yarns show the largest actual increase in any one commodity, with piece goods taking second place.

### IMPORTS INTO NORTHERN CHINA.

#### STEADILY INCREASING POWER TO PURCHASE.

In 1894, 16 per cent of the entire imports of the Empire went to north China. In 1903 this portion increased to 17.7 per cent, a growth which would appear to be but slight. When considered, however, in connection with the growth of the Empire's foreign importations it is seen that this territory has more than kept pace with the trade expansion. While in 1894 this portion of China took $20,832,435 worth of foreign commodities from a total of $124,819,240, in 1903 it absorbed $36,981,556, an actual increase of $16,149,121, or 77 per cent more than in 1894, while the growth of the foreign trade of the Empire during the decade was but 67.5 per cent.

That this territory has an increasing power to purchase is shown by increased sales made in most of the provinces. Partial information regarding this is obtainable from the records of the movement of goods into the interior under the inland transit pass system. Although the system does not show the disposition of more than 55 per cent of the total importations of foreign commodities into Tientsin, and shows nothing for Niuchwang, yet it is evidence of what the inhabitants of these provinces are buying and indicates commodities for which a greatly increased sale may be confidently expected. Much of the foreign goods and all of the native produce proceeds inland without the assistance of these transit passes, submitting to the "likin" levies



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of the native customs instead. The inland transit pass is secured by the payment of one-half of the regular import duty in addition to the usual duty upon the article, thereby entitling the goods to be passed to their destination without further taxation and delays at the native customs barriers. Native goods can not be covered by these transit passes when going inland, but another form of pass, the "outward transit pass," is issued by Government officials to protect produce bought in the interior to be brought to the coast for export. This practice prevails in the exportation of practically all of the domestic products from the port of Tientsin, although there is no similar record of the outward passage of native produce at Niuchwang.

The trade passing through Tientsin in 1905 into the several provinces aggregated $23,000,000, an increase of $8,000,000 over the preceding year, and the foreign goods sent to the interior not covered by transit passes was valued at $4,000,000, against $2,700,000 for the year 1904.

The Province of Pechili is receiving the greatest portion of the foreign goods represented in the record of the transit pass system. In 1905 the trade was valued at $13,982,424, an increase of $3,813,740 over 1904. This is quite natural, as the inhabitants of this province have long been acquainted with foreigners and their commodities. Shansi, lying directly west of and adjoining Pechili, shows an increase of $1,061,107. Undoubtedly the increase in the several provinces is due to the coming into use of a greater variety and quantity of new articles. The increased purchases made by Kirin and Fengtien (Shengking), in Manchuria, are largely due to the necessity for replenishing, from whatever source possible, the stocks depleted by the war, as the greatest supplying of the Manchurian market is done in Shanghai.

## INTERNATIONAL COMPETITION.

### PREFERENCE FOR EUROPEAN COMMODITIES.

The present and prospective values of the northern China market are more thoroughly appreciated by the English, Belgians, and Germans than by Americans. There is ample justification for legitimate favoring by the different nationalities of their home products. The conditions with which they are surrounded in the Chinese character as well as in the activity and willingness of their home connections to produce the things the Chinese merchant desires amply warrant such favoritism. It is evident here that England and Germany cater, in the fullest meaning of the word, to the needs, wants, and even whims, of their customers in the foreign field. Every commission broker has on hand a complete stock of samples of every variety of goods used or possible of use by the Chinese, and is in frequent receipt of all kinds of articles impossible of use by them. With this attractive and limitless

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array of samples to select from, the Chinese preference for English and other European commodities will be developed to the highest possible degree. The Chinese prefers to examine the article he is to buy, especially if it is some new article with the construction, management, and utility of which he is unfamiliar. He is little influenced by pictures, catalogues, and descriptive matter. From past unfortunate experiences with purchases by catalogue he can not now be prevailed upon to do business to any extent except upon demonstration, under his personal observation, of the merits and capabilities of the article to be bought.

### INFLUENCE OF EUROPEAN CAPITAL.

Another potent influence in the purchase of goods and commodities of other countries, and one which strongly reacts against a broadening of the market of American products in China, is the presence of other nationalities in considerable numbers, particularly of Belgians, Germans, and English, who are constantly seeking investments for their capital in the development of the resources of the country by the building of railroads and working mines. In bringing in their locomotives and railway supplies, and mining machinery, together with the necessary equipment incident to the prosecution of their work, they attract the attention of the natives to these articles, and pave the way for the sale of others.

### IMPORTERS AND SALES AGENTS.

There are very few foreign importers in Niuchwang, due to the practice of the Chinese merchants of going to Shanghai for their supplies. The Chinese merchant can go to Shanghai at a cost far below what the foreigner has to pay, and in many cases can land his goods in Niuchwang upon paying all expenses incident thereto almost as reasonably as they can be imported direct through local houses. There are but three American and European concerns here doing a general import business, one each of American, German, and English nationality. There are, however, several Japanese and Chinese engaged in importing and exporting. These foreign firms are all endeavoring to build up a direct trade, and the opportunity should be grasped by American exporters.

In other ports the sale of goods of all kinds has long been in the hands of Germans and English, regardless of the country from which commodities come. These importers, having well-established connections with their respective English or German principals, are slow to take up similar lines of American goods. They require more particular compliance with market conditions and peculiarities and greater concessions in terms and prices from intending American exporters

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than will be required by importers in Niuchwang, for the simple reason that their entrance upon the market means new factors and elements that are to be reckoned with.

### TEXTILES, METALS, AND SUNDRIES.

The knowledge of the need for heavy gray cottons in this part of the Chinese Empire has been of long standing, and has been taken advantage of to a great extent by American mills. The increase in consumption has been vast, and has grown more rapidly than has their exportation from America, thereby admitting other nations into the market as competitors with our mills. For many years prior to 1885 English mills dominated this market in textiles. In that year, however, the cotton exports from America, Holland, and India had grown to sufficient size to warrant mention, and in 1890 were a large factor. The sheetings, drills, and jeans produced by American mills early received the approval of the northern Chinese market, as shown by the steady demand and the preference given them over similar goods from English mills. Increasing quantities and varieties of cotton prints, dyed cloths, and velvets, as well as various kinds of woolens, also entered into the annual consumption of this market.

Besides cotton and woolen goods, of which the Chinese are buying steadily increasing quantities annually, the importations embrace copper, steel, iron, and lead and a limited variety of their manufactures.

## MANCHURIAN MARKET.

### OPEN DOOR TO A RICH COUNTRY.

With the opening of the new treaty ports in Manchuria and the revival of business there an immense territory, rich in agricultural and mineral resources, will again claim the attention of manufacturers of many commodities, especially agricultural implements and mining, flour, and lumber machinery. Many of the soldiers will probably remain in eastern Siberia and Manchuria, and their presence will stimulate the native population. The immense investments made by Russians, and partially developed prior to the recent war, will undoubtedly be continued, and improvements will be brought to greater perfection, while new enterprises will be initiated. In the Liaotung Peninsula, as well as in Niuchwang, Port Arthur, and Dalny, the principal commodities of American manufacture now on the market are cotton piece goods, flour, cigarettes, kerosene oil, tinned and dried fruits and vegetables, condensed milk, and confections. While there will in all likelihood be a great demand for the large commodities necessary for the development of the agricultural and mining resources of the Manchurian and Siberian regions,



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the extent to which the United States will participate in furnishing these materials is a question which can be answered only by the attitude the Russian commercial interests will take. Undoubtedly this region, or so much of it as is under the control of the Japanese, will shortly be thrown open to the competition of the world, but whether there will be unrestricted trade facilities in the area north of this can be answered only by the events of the future.

### FOODSTUFFS.

The foodstuffs raised in north China are in many instances, especially in the garden-truck class, quite dissimilar from those with which Westerners are acquainted, and have their own Chinese names. There are, however, many fruits, such as pears and grapes which are of good quality and appearance. Walnuts of the English variety and fine large persimmons, particularly the latter, constitute a prominent dish in their season. Millet and wheat form with rice, which is largely imported, the staple. Imported flour comes almost entirely from America, while the rice is grown in southern China and the countries of southern Asia.

### NEW OPEN PORTS.

In the territory under consideration there are only four treaty ports—Niuchwang, Tientsin, Chingwantao, and Chefoo—and in these only are foreigners permitted to live or to carry on trade. Even Peking is closed to foreigners as a place of residence, excepting to the representatives of foreign governments. As soon, however, as the Japanese-Chinese treaty recently made goes into effect China will throw open to international trade the following Manchurian ports: Fenghwangcheun, Liaoyang, Hsinmintun, Tielung, Tunghiangtsze, Fakumen, Tsitsihar, Khailar, Aihum, Manchuili, Changchun, Kirin, Kharbin, Ninguta, Sansing, and Hunchun.

### DISTRIBUTION THROUGH TIENTSIN AND NIUCHWANG.

At present trade with the interior must be conducted entirely through the treaty ports, and the bulk of that for northern China goes through Tientsin and Niuchwang, which were thrown open to international trade by the treaty of 1860. Since that time their commercial importance has steadily grown. In 1903 Tientsin received $23,976,846 in foreign goods and Niuchwang $13,004,710, as against $16,718,315 and $4,114,123, respectively, in 1894. From this it is seen that there was a greater increase in the purchases of foreign goods through Niuchwang than Tientsin during that decade, although the total of foreign goods imported into Niuchwang in 1903 was less than that taken by Tientsin in 1894.

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Almost an equal division of the imports into Tientsin and Niuchwang is made between those coming from Chinese ports and those from foreign countries and Hongkong. Shanghai is the great port of distribution, and yet a great amount of the merchandise comes to Tientsin in the bottoms originally receiving it instead of transshipping at Shanghai. Japanese, English, German, Chinese, and Norwegian ships comprise the major part of the carrying capacity for this trade. A considerable amount of reexportation of both native and foreign commodities takes place from Tientsin to Niuchwang, Chefoo, Shanghai, Vladivostok, and Siberian Russia via Kiakhta. Through this latter port from Tientsin the great bulk of the reexports of Chinese produce goes, the greatest portion of foreign goods reexported from Tientsin passing to Vladivostok. Undoubtedly many American goods destined for Siberia are included in this reexportation. The destination of the mass of imports into Tientsin and Niuchwang is the broad hinterland comprised by the territory above referred to.

## TIENTSIN.

Tientsin stands second in rank among the treaty ports in the gross value of trade that passes through the port. This fact alone would be sufficient to warrant a careful investigation of her commercial resources and possibilities, but to this the more important one is to be added, that in so far as American goods are concerned Tientsin has a rival claim on Shanghai for first place. While it is true that Shanghai shows a much larger return of trade, yet it should be borne in mind that Shanghai is essentially a distributing point for the outports, which in turn pass the goods on to the interior fields. Tientsin is, therefore, the first port of China, considered as a distributing point for goods intended for direct sale to the natives. Its imports pass from the foreign importer direct to the Chinese users throughout an area of distribution larger than that which is supplied by any other port of the Empire.

The commercial growth of the city is evidenced by the fact that the gross value of trade has more than doubled since 1892. In that year it amounted to $30,000,000 in gold, and in 1899 it had increased to $68,000,000. In 1902, after the Boxer difficulties had subsided, the value of the foreign trade rose to $72,000,000. In 1903 it was $45,000,000, and in 1904 $47,402,472. The rise and depression were due to the purchasing to replenish stocks depleted in 1900 and 1901 and the subsequent failure of extensive purchasing by the masses, whose crops and homes were destroyed in the Boxer uprising, as well as the financial stringency of 1902–3. The figures for the calendar year 1905 show that the trade advanced to a total of 100,305,098 haikwan taels. At an average of 70 cents a tael this would be $70,213,568.

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Tientsin has an estimated native population of 750,000 and about 2,000 foreigners, and consists in reality of two cities, the native city and the foreign concessions. Administrative control goes with the concessions. Great Britain controls 1,000 acres, Japan 278 acres, France 230 acres, and Germany 172 acres.

### NIUCHWANG.

Niuchwang is the most northerly of the Chinese treaty ports. It is situated in the Province of Shengking, Manchuria, on the Liao River, about 13 miles from the mouth, which enters the Gulf of Liaotung, the northern arm of the Gulf of Pechili. The port is ice-bound over three months a year, navigation ceasing about November 20 and being resumed the latter part of February or the early part of March. There are about 60,000 natives, 7,000 Japanese, and 200 Europeans and Americans in Niuchwang. Since the Japanese have been in control of affairs there have been many improvements in the city.

The importance of Niuchwang as a center of distribution of foreign goods is firmly established. In 1894 the gross trade of the port was $12,765,750; in the following five years it had increased to $22,770,150, and in 1903 it had further advanced to $30,665,200. Even the disturbances of the war did not materially check its trade, the year 1904 showing a total of $27,456,459, while the indications are that 1905 will be the banner year in its trade.

American piece goods, kerosene oil, flour, clocks, watches, shovels, drugs and medicines, canned meats, condensed milk, canned fruits, baking powder, breakfast foods, cocoa, chocolate, and confections are to be found in all of the general merchandise stores of Niuchwang, Port Arthur, and Dalny, and similar articles from Germany, England, Japan, and other countries. Toilet articles and soaps from France, Germany, England, Austria, and Japan are to be found in plentiful supplies. English and German hardware supplies, padlocks, nails, etc.; Austrian and German enameled wares in plates, pans, cups, buckets, basins, teakettles, lunch buckets, etc., and oil-burner stoves from Germany and America have a general sale. With the above are to be found Japanese products in great variety, all being of cheaper quality and generally imitations of popular selling articles from other countries.

### STATUS OF UNITED STATES.

#### AMERICAN PRODUCTS REGARDED WITH FAVOR.

The United States stands alone among the great powers in having no concession in Tientsin, notwithstanding that a tract was set aside for such purpose as a result of the treaty of Peking. No actual

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transfer of the title ever took place, although the American consul exercised a quasi jurisdiction over the area thus designated until 1880, at which time it reverted to China, and was added to the British concession in 1902. This absence of a concession has been held by some to be of disadvantage to American commercial interests, it being urged that a concession might attract more Americans to Tientsin and through them result in increased American trade; but inasmuch as the American merchant, in carrying on business in any of the foreign concessions, has no restriction placed upon him that is not shared by all, a concession administered by American authority would confer very little advantage.

There can be no doubt, in spite of the recent boycott movement, that the Chinese people and Government, with reason, feel more kindly disposed toward Americans than toward people of other nationalities. Inquiry among natives, where the nationality of the inquirer was unknown, brought out the fact that they put American merchants upon a trifle more favorable footing than the others.

The depressing effects of the boycott on American goods waged in the southern ports of China have not been felt in the north. Instead of the prevalence of an antiforeign feeling, which would react commercially, there is a distinct approval of foreign customs and commodities. As the market prefers the goods at present turned out by American manufacturers, they should leave nothing undone that will increase this friendliness and favor, especially as manufacturers of other countries are striving for and catering to the very preferences which have been brought out by some of the American products sold in this market.

## POOR SHIPPING FACILITIES.

### LACK OF STEAMSHIP SERVICE RETARDS TRADE.

Principal among the obstacles to the expansion of American trade in northern China are the lack of regular and quick freight service from Atlantic ports to the Orient and the excessive rates over the transcontinental and Pacific route. Goods shipped from Liverpool or Hamburg may be relied upon to arrive within eight or nine weeks, whereas shipments from Atlantic ports of the United States not only are not made on regularly scheduled steamers, but take from three to four months to make the journey, while not infrequently six months pass between the date of placing the order and that of delivery of goods in Tientsin or Niuchwang. The German mail steamers are required to sail on schedule time, and by reason of this German merchants can rely upon the arrival of their goods within practically twenty-four hours of the time they calculate upon on receipt of cable information that they have been shipped.

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American ships are seldom seen in northern China ports. This is a decided disadvantage in the sale of American commodities in this territory. Direct transportation without transshipment of German and English articles of manufacture in the ships of their own country not only insures their safe and expeditious arrival, but by reason of their regularity of arrival upon schedule time presents a factor in the commercial question upon which American manufacturers can not base their calculations. Without doubt American products are handicapped and will so continue until more and better facilities are available to enable them to have ready access to this market. The uncertainty of delivery deters foreign traders from promising goods from America for arrival at any definite time, and with the alternative product of their own country to turn to they do not hesitate to advance their home product even though it may be inferior to the American article. On the other hand, transportation facilities are such as to warrant the importer in depending with almost absolute certainty upon the arrival of European merchandise within two months.

### TRANSSHIPMENT AND PACKING.

Another handicap from which United States manufacturers suffer is the additional strain upon the packing and the consequent liability to damage of the merchandise, due to the great number of transshipments to which their goods are subjected as compared with European merchandise. Under most favorable conditions a shipment of goods from Atlantic ports for Tientsin must experience at the least calculation transshipment at six different stages. In addition to the transshipments, the cargo is almost invariably landed at Shanghai instead of passing from lighter to coast steamer. This means replacing on lighters again for transfer to the ship for Tientsin.

### COMMISSION AND RESIDENT AGENTS.

#### A SYSTEM AMERICANS HAVE OVERLOOKED.

In order to bring to the attention of the Chinese the advantages possessed by American manufactures and to overcome the disadvantage at which American products are placed by the natural inclination of Germans and English to favor goods from their home countries, there appears to be at least one desirable method which American manufacturers can adopt, and that is for them to send out goods on consignment, as do the manufacturers of other countries. This system has been urged by men engaged in the foreign trade as most desirable, and would undoubtedly result in a profitable business if conservatively carried on, but the possibilities of building up a large foreign business in any one line on the consignment basis are not very great, as the plan manifestly has its limitations, both in number of commodities and in quantity thereof that could be offered for consignment.

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Engines of 20, 30, 50, or at most 75 horsepower; pumps, pressing machines, drill presses, shapers, planers, lathes, boilers, shaftings, machines for use in tanning, leather belting, leather-splitting machinery, and a general line of tool machines and other machinery if placed with reliable commission houses in Tientsin would insure their sale and result in the building up of a good export business in this field, in which there is at present a great scarcity of American machinery.

### NEED OF RESIDENT AMERICAN AGENTS.

The experience of the most successful houses engaged in the foreign trade in China warrants the assertion that only through the medium of resident American representatives established in the Orient can the most successful export business be built up. If allied and noncompeting manufacturers would unite and send representatives to the ports of Shanghai, Tientsin, and Niuchwang, with headquarters at Shanghai, an immense export business to these ports would most certainly result within from three to five years. That this would prove true is amply shown in the success that has been achieved by English, German, Belgian, French, and Japanese houses engaged primarily in the importation of the products of their home countries and secondarily in handling almost all the American products sold in the Chinese market.

The impossibility of trading direct with the native merchants, the variable nature of the likin taxes, and the necessity for studying the prejudices of the buyers are in themselves sufficient arguments in favor of responsible resident agents. That these agents should be Americans will be understood from further reading of this report, as the keen international competition for the Chinese market is frequently referred to.

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## III. COTTON GOODS AND YARNS.

### EXTENT AND VALUE OF THE NORTHERN MARKET.

In almost any section of China hand looms of ancient pattern may be seen in the houses, and their products, coarse-woven garments of cotton or wool, are worn by many people. The farther from the sea-coast and more remote from foreign influences the more this home-spun and woven cloth is used. Yet it is probably true that there is no large section of the Empire in which mill-made cotton goods are not known to some extent. Only the native conservatism and the high prices of transportation into the interior keep foreign-made cottons from monopolizing the whole market, for they are recognized everywhere as superior to the home product. Transportation facilities are improving, and a persistent and well-directed effort to gain a foothold in the Chinese market always succeeds in breaking through the shell of seclusion. The methods for pushing general trade may be used as well in the cotton goods and yarn trade. There is, however, this great difference: Cottons need no introduction. They are already used extensively and are in high favor. Since the market is established, the international competition for it is more keen than in other lines.

### FEATURES OF SUCCESSFUL TRADE.

To meet competition American mills must be constant in their attention to the wants of their Chinese customers. It will not do to hurry goods to this market in time of depression at home and then neglect it entirely when the home market booms. Any merchant resents such treatment, and yet it seems to be the policy of some American mills. Nor will good results attend the breaking of promises to deliver goods at a certain time. No matter whose the fault, the merchant in China suffers, and he is likely to avoid further experiments. It is also a mistake to try and force a line of goods on the Chinese. Though the goods be superior in all respects to those desired by the natives, if they do not want them it is an error to force them on the market. Everything that has been said about packing in preliminary reports published in Daily and Monthly Consular and Trade Reports applies to cotton stuffs. There is no more important detail in the trade. The general statement about credits holds good also. Long-time payments are demanded, but it is safe to grant them.



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### SHIPPING.

In the broad sense the obstacles to quick delivery can not be removed by the exporter. Everyone in foreign trade knows, however, to what extent care in shipping goods from the factory at the earliest possible moment frequently aids delivery. Steamship companies in the oriental trade will readily furnish a schedule of sailings, and freight shipped with a definite departure in view is likely to make from three to six weeks' better time than haphazard shipments. It has been frequently stated by those in the foreign trade of Tientsin that there is a difference between f. o. b. New York prices and c. i. f. Tientsin prices of about 10 per cent to cover expenses of insurance and freight, and an additional 10 to 12 per cent to cover duty, coolie hire, interest upon sight draft to date of maturity, storage, commission of house, and commission of 1 per cent to the comprador for guaranteeing payment. From the commission house through the Chinese merchant to the retail dealer and finally to the consumer there is an additional 10 to 20 per cent, in all a difference of from 20 to 30 per cent between c. i. f. prices and retail prices.

### INTERNATIONAL COMPETITION.

British manufacturers supply a large part of the demand for cotton goods notwithstanding that they buy cotton in America to be manufactured in the mills of Manchester and other English cities. India with raw cotton near her mills, Japan importing raw materials, and the Netherlands carrying much of her cotton half around the world to her mills meet the United States in this field and often discount her prices. There is not the slightest doubt that a greatly increased share of this as well as of the entire Chinese market can be won by American manufacturers and held against all competitors, nor is there doubt that that portion at present going to American houses is being striven for by our rivals, whose efforts in that direction seem to be attended with excellent results. Our strongest position is in gray goods, and for the present the sale of this commodity furnishes our greatest opportunity, although England has not ceased to bid strongly for the restoration of her lost prestige in this line. There is without doubt more expenditure of time, energy, and money annually by English manufacturers in efforts to control that part of the gray-cotton piece-goods trade which is still retained by them and in endeavoring to reclaim the ground won by America than American cotton manufacturers spend in five years looking for new markets.

### UNBLEACHED CLOTHS.

The Empire's imports of gray or unbleached cloths consist of sheetings, shirtings, drills, jeans, and T-cloths, the order being that of the value of imports of each class. In 1894 they were valued at $15,381,404,

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or 58 per cent of all cottons. In this total American mills participated to the extent of 2,006,783 pieces, valued at $4,464,047, or 28 per cent of the total. In the movement of cotton piece goods 40 per cent of the entire importation went to north China through the ports of Tientsin and Niuchwang. While this is true of the entire imports, the proportion of the gray goods going to these northern ports is greater still, being 48.6 per cent, or nearly one-half of the importation of this class of cottons. In 1903 gray cotton goods had increased to $21,298,532, the share for north China being maintained at over 48 per cent, or $10,398,722, of which $8,150,582 in value were supplied by American mills, equaling 78 per cent of the total purchases of unbleached cotton cloth by this part of China.

### FIELD FOR HEAVY GOODS.

The northern portion of the Empire receives the greatest share of American cottons, because of the climatic conditions which necessitate heavy goods in the clothing of the people. The severities of winter are felt from Shantung Province north, while south of that province the temperature becomes milder until, in the southern portion of the Empire, there is an entire absence of cold weather at any time of the year, thus doing away with the necessity for heavy, substantial cotton sheetings, drills, and jeans and the heavier shirtings which are supplied in such large quantities by American mills. In their stead the light, flimsy sized white cottons, prints, and dyed stuffs are required, and they come in the most part from English mills.

### GRAY SHEETINGS.

Gray sheetings are used to a greater extent than any other one class of cotton cloth by the masses of the population throughout the entire northern portion of the Empire in making their coats, trousers, linings for garments, underclothing, bedclothing, etc. The areas supplied from Tientsin with gray sheetings are set forth in the following table, representing the number of pieces distributed in 1904:

| Province. | American. | English. | Japanese. |
|---|---|---|---|
| Pechili | 529,828 | 8,991 | 60 |
| Shansi | 242,462 | 18,342 | 665 |
| Shantung | 8,665 | 6,255 | 26 |
| Honan | 9,267 | 1,376 | ..... |
| Kansuh | 11,291 | 4,280 | ..... |
| Shensi | 159 | 86 | ..... |
| Fengtien | 29,501 | 229 | ..... |
| Turkestan | 1,079 | 6 | ..... |
| Kirin | 8,004 | 10 | ..... |

The importation of gray sheetings in 1904 into Tientsin amounted to 798,482 pieces, at a valuation of $2,178,630, and into Niuchwang 1,148,884 pieces, at a valuation of $2,619,755. As the distribution noted from Tientsin exceeds the importation, it is evident that there were included many pieces from old stocks.

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The total receipts at Tientsin in 1905 from the United States, England, and Japan were 2,474,148 pieces, valued at $5,622,270. The amounts sold by each of those countries in this port is next shown:

| Country. | 1904. | | 1905. | |
|---|---|---|---|---|
| | Pieces. | Value. | Pieces. | Value. |
| United States | 664,401 | $1,812,482 | 2,171,563 | $4,985,664 |
| Japan | 66,160 | 184,747 | 208,856 | 424,657 |
| England | 56,986 | 150,729 | 93,729 | 211,949 |
| Others | 10,935 | 30,672 | 70,456 | 145,730 |
| Total | 798,482 | 2,178,630 | 2,544,604 | 5,768,000 |

A comparison of the two years shows the remarkable increase in the purchase of gray sheetings to be due almost entirely to the phenomenal demand for the American article. During the first nine months of 1905 the amount of American goods delivered exceeded the total importation of gray sheetings during the year 1904. In fact, they exceeded the total value of these goods imported from all countries in any year since 1899, save that of 1902, while the purchases for the entire year are the greatest in the history of the port of Tientsin. The ratio of increase in Japanese goods is about the same as shown by American sheetings. Although the total is small, it is significant of the future when we view the great activity of Japanese cotton manufacturers, the rapid improvement in the quality of their goods, and the natural geographical advantages possessed by them over all other competitors. That Japan has come into this market and in the short space of ten years displaced such a strong competitor as England speaks volumes. The showing made by the English, while indicating an increased sale for the whole of this year, does not present a very flattering picture.

Gray sheetings are shipped in trusses of two bales, each bale containing 20 pieces. The bales are bound together in the formation of the truss by 8 or 9 turns of rope of $\frac{3}{8}$-inch diameter and 4 or 6 iron straps, the whole being machine pressed. In many instances either the rope is entirely or partially gone and frequently all of the iron straps save one have become broken in transit.

### GRAY SHIRTINGS.

Gray shirtings are used in making garments by city and country natives. In all cases they are dyed before being made into clothing, the dyeing being done in small establishments or the home. Indigo blue and pale blues and grays are the most popular.

The distribution of American gray shirtings from Tientsin is limited to four provinces, including Pechili, which consumed 1,799 pieces in 1904. The adjoining Province of Honan was the next largest user, taking 1,561 pieces. In fact, to these two provinces the bulk of the

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goods were sent, Shansi and Kansuh receiving the remainder, 192 pieces and 6 pieces, respectively.

In 1904 northern China took 121,331 pieces of American gray shirtings, valued at $239,533, as against 568,586 pieces of English gray shirtings, valued at $872,302. In these shirtings the greatest showing made by the American product was in the heavier weights. The quantities and values of American, English, and Japanese gray shirtings imported in 1904 are given below:

| Weight. | American. | | English. | | Japanese. | |
|---|---|---|---|---|---|---|
| | Pieces. | Value. | Pieces. | Value. | Pieces. | Value. |
| 7 pounds and under | 3,800 | $4,013 | 63,145 | $66,168 | 1,500 | $1,683 |
| Over 7 pounds and not over 9 pounds | 13,722 | 19,987 | 330,052 | 460,725 | ..... | ..... |
| Over 9 pounds and not over 11 pounds | 45,040 | 86,584 | 117,603 | 216,874 | ..... | ..... |
| Over 11 pounds | 58,794 | 96,961 | 57,730 | 127,533 | 200 | 429 |

The last item seems to indicate that Japanese mills are beginning to supply some of the heavier weights of gray shirtings. It further appears that in Tientsin during 1905 the Japanese sold 2,640 pieces of gray shirtings of similar weights, the total imports aggregating 798,085 pieces, the United States and England participating as follows:

| Weight. | United States. | | England. | |
|---|---|---|---|---|
| | Pieces. | Value. | Pieces. | Value. |
| 7 pounds and under | ..... | ..... | 97,644 | $109,361 |
| Over 7 pounds and not over 9 pounds | 16,550 | $27,804 | 481,469 | 27,804 |
| Over 9 pounds and not over 11 pounds | 34,210 | 65,851 | 123,184 | 250,032 |
| Over 11 pounds | 9,460 | 22,514 | 16,128 | 38,384 |

Gray shirtings range from 6-pound pieces to 13-pound pieces. The prevailing widths are 38 to 39 inches in 38 to 39 yard lengths, although 40-yard lengths are manufactured in 36-inch widths.

### AMERICAN DRILLS.

In gray drills the product from America leads all others. The total value of drills does not equal that of gray sheetings or shirtings, but exceeds that of white shirtings. The quantity sold by American mills in north China in 1904 was 666,500 pieces as against 164,039 by the English, Dutch, Indian, and Japanese competitors. The following statement shows the remarkable increase of American drills, and the value of the sales of other countries at Tientsin:

| Country. | 1905. | | 1904. | |
|---|---|---|---|---|
| | Pieces. | Value. | Pieces. | Value. |
| United States | 745,628 | $1,870,017 | 224,240 | $532,252 |
| Japan | 51,176 | 112,543 | 94,961 | 244,236 |
| England | 76,581 | 175,543 | 31,483 | 77,611 |
| Netherlands | 21,515 | 48,764 | 3,040 | 7,041 |
| India | 28,747 | 70,186 | 21,065 | 50,241 |
| Total | 203,647 | 2,277,053 | 374,789 | 911,381 |

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The quality of the American product is always spoken of in the highest terms by the importers; its superiority over other products is claimed by all. The reduction in the sale of Japanese drills appears to be due to two causes—the supply of the army needs and, latterly, stocking the Manchurian market. The duty on drills is 7¾ cents per piece weighing 12¾ pounds and under, and 9.7 cents for weights over 12¾ pounds for pieces not exceeding 31 inches in width and 40 yards in length. Drills are used to a larger extent by country folk than by residents of cities. They are made up into clothing for spring, fall, and winter wear in such articles as jackets, coats, vests, and over garments. They are locally dyed in blues and grays. American drills received at Tientsin are sold in varying quantities throughout the nine Provinces of Pechili, Shansi, Shantung, Honan, Kansuh, Shensi, Fengtien, Turkestan, and Kirin.

### JEANS.

Jeans may be placed among the less important gray cloths imported through Tientsin and Niuchwang. The American product, however, forms the greatest portion of the importations received from any one country, the more important port with respect to this class of cloth being Niuchwang. Jeans have been much in use by residents of both cities and the country, but its use, as well as T-cloths, is being displaced by cotton Italians. It is still in favor in certain localities with residents in country places and appears to be growing somewhat in popularity in the region supplied more particularly by Niuchwang. It enters into the making of the various articles of clothing and is dyed locally by the natives.

### T-CLOTHS.

This class of goods does not appear to have greatly interested Americans, the manufacture and sale being almost entirely given over to the English, Japanese, and Indian mills. Several sample shipments of the American product have been submitted to various importing houses of Tientsin and Niuchwang, but have not met with favorable reception on the part of the natives. Whether this is due more to the popularity of the "chops" of the mills now supplying these markets or to the lack of persistence in the efforts of our mills to obtain a foothold for their output here is not definitely ascertainable. Certain it is, however, that those who now find profit in selling this class of cottons are leaving nothing undone to retain their present hold upon the market and to stimulate the demand. T-cloths are among the cheaper cotton cloths and are well suited to the ability of the Japanese mills, which are rapidly increasing their sales in this market. From all information obtainable, therefore, the manufacture and sale of this style of unbleached cottons does not compete with the sale of any of the established American stuffs. Further than this, it has been ascertained from



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reliable native sources that the use of T-cloths is diminishing, their place being taken by cotton Italians to a great extent. Their use is, however, considerable among country people, who utilize them in making various articles of bedclothing, stockings, and garments.

### WHITE GOODS.

Plain white shirtings and lawns constitute the bulk of the white goods sold in this market. White shirtings are used for making single suits for summer wear, stockings, and bed sheetings. When worn in white, it is a sign of mourning, and at other times the cloth is dyed in different shades of blue and gray. Not only is it used for single suits and garments, but it is also made into double garments for spring and fall wear. The prevailing widths are from 32 to 37 inches, although 36 inches may be said to be the maximum width, as it is seldom exceeded. Forty yards is the standard length, yet pieces run as high as 42 yards. White shirtings are not referred to by the weight per piece, as are gray shirtings and sheetings, but are valued by the quality, freedom from "size," finish, and general appearance. Those containing more sizing are cheaper in price and less serviceable for dyeing purposes. They are for the most part furnished by English mills, although in 1904 a portion of them came from America and a smaller quantity from the Netherlands.

While through Tientsin and Niuchwang 48.6 per cent of the gray cottons are sold and 78 per cent of these are from American mills, it is in the southern provinces that a greater field is offered for the expansion of new American enterprise—that is, for printed, dyed, and white goods—than is to be found in the north. The market in the north is, however, most attractive in that it consumed $4,100,635 of white, dyed, and printed goods, or nearly one-fourth of the Empire's importation of these cottons, in addition to presenting an almost limitless field for the increased sale of unbleached cottons, in the manufacture of which American mills have proven themselves superior to all others.

### PRINTED AND DYED GOODS.

Among prints, which comprise a large proportion of this market's purchases, are all figured goods having a pattern printed on the cloth. These are styled "printed figured Italians," "printed figured cottons," and "metal prints." The great variety of print goods embraces single color and multicolor, printed turkey reds, T-cloths, lawns, muslins, cambrics, chintzes, shirtings, drills, furnitures, cretonnes, crapes, twills, crimp cloth, lenos, balzarines, sateens, reps, cotton lastings, and satinets. There is a diversity of finish, including gassed, mercerized, Schreiner, silk, electric finish, etc. This line offers a very attractive field for American exertion. There are many avenues through which success may be achieved, as there are many kinds and styles

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of prints in use. Principal among these is printed T-cloth of 30-yard lengths or under, which constitute about 15 per cent of the imports. Printed T-cloth is made up into single coats for women and children for all seasons. There is therefore a steady demand, the market extending inland to Turkestan, the most westerly province of China. All of the intervening territory is supplied with these goods, which follow the camel trade routes leading into the interior.

### PRINTED REPS.

Printed reps and Italians are also in good demand. These are used by the women of the better classes in the cities for making various articles of their ordinary or everyday clothing, while they serve the same purpose in making costumes for festival, anniversary, and special occasions for the better classes in the country. The garments made from reps are for the most part worn in warm weather. The weaves do not exceed 32 inches in width and 32-yard lengths, ranging from 28 inches and 30 yards to the maximum widths and lengths. These goods are delivered in Tientsin at prices ranging from about 12s. 6d. to 14s. 7d. for printed figured Italians, and from 9s. to 10s. for printed figured cottons.

### CRIMP-CLOTH, FURNITURES, AND CRETONNES.

Printed crimp-cloth is a cheap cotton stuff, and finds favor in the country for making up single and double coats for women and girls. It is made in 30-inch widths and 30-yard lengths, and costs, laid down in north China ports, about 9s. to 9s. 11d. per piece.

Printed furnitures, printed crepes, reversible cretonnes, and figured lawns are being sold in increasing quantities. The first three classes are used for making cushions and coverings for beds. Printed figured lawns are used in making summer clothing for women and girls in the country and also to make mosquito curtains. Furnitures are manufactured in 30-yard lengths and in widths varying from 30 to 36 inches, and are quoted at from 9s. to 12s. 9d.

Printed crepes are made in 29-inch widths and 25-yard lengths and are quoted at 4s. 8d. per piece. The duty is based upon the same dimensions as printed T-cloths. Among other prints may be mentioned printed lenos, which have a fair usage among the different provinces in making various garments for women and children. They are woven in lengths not exceeding 30 yards, but more popularly in 12-yard lengths, and not exceeding 39 to 40 inches in width, with 36 to 37 inch widths having popular demand.

While there is a lucrative field for printed goods, yet dyed piece goods are more popular. The total number of pieces of dyed cotton stuffs bought by Tientsin merchants for delivery during 1904 was 387,513, valued at $1,295,800, while in Niuchwang 119,535 pieces of

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dyed goods, at a valuation of $387,100, were imported during the same year. This represents a growing market and one worthy the careful attention of American cotton manufacturers.

### ITALIANS.

Chief among the dyed cotton stuffs is the plain fast-black Italians. This cloth is much used in preference to drills and jeans. During the past four years its popularity has greatly increased by reason of its greater attractiveness in appearance and feeling and in its good lasting and wearing qualities. Its importation in 1904 exceeded $700,000 and comprised over 41 per cent of the dyed goods used in North China. Black cotton Italians having the greatest popularity are finished with a selvage of about one-fourth of an inch, in fine narrow stripes of alternating red and green. These selvages are usually woven of wool, and with the addition of these narrow borders such pieces bring from 1s. to 1s. 2d. more per piece. With the Chinese merchant and his patron these narrow bars are a stamp of quality higher than the same or better quality cloth without this kind of selvage. Borders having a simple alternating gray and black stripe will bring but from 1d. to 3d. advance over the plain black border.

Plain dyed colored Italians, mostly in purples and blues, are much worn by women, and like the black Italians are taking the place held by drills and jeans to a great extent. The prices of colored Italians are lower than the prices for similar finishes in blacks. They are worn by men and women of all classes in all seasons, though to a less extent in the summer. Figured or brocaded Italians in almost every color and shade are popular with residents of cities for making garments for both men and women, but their use is limited by the high price.

### DYED TURKEY REDS AND COTTON FLANNELS.

Dyed Turkey red shirtings and cambrics are popular in the cities of Tientsin, Peking, and Niuchwang, and the surrounding provinces for making curtains for windows and clothing for girls and women. These cloths are woven in 30-inch widths and in 25 or 50 yard lengths to meet the general preferences, although certain requirements call for the usual 30-yard lengths. The prices per piece range from 6s. 4d. for 3½-pound stuff to 8s. 8d. for 6-pound stuff.

Cotton Spanish stripes are sold in large quantities. They are used principally in the Provinces of Pechili and Shansi. They are made into bedclothing and curtains, and it is customary to give them as presents at weddings, birthdays, and on other festive occasions. Merchants present their patrons with pieces of this kind of cloth on "opening days." In cotton flannels the American product leads English,

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Japanese, and Dutch competitors. Cotton flannels come dyed in red, pink, heliotrope, plum, sky blue, scarlet, purple—in fact in every color, tint, and shade.

## CLOTHING.

Chinese clothing may be divided into five classes or styles—single, double, wadded, fur, and gauze. Single garments—coats or other articles of clothing—are made of a single unlined piece of cloth. The "double" is single clothing with an inner lining, while "wadded" consists of three thicknesses, the outer cloth and inner lining having a layer of cotton batting between, generally quilted.

Single and gauze clothing is worn by men in summer, and consists of coat, trousers, and an outer flowing garment. In addition to these articles are shoes and stockings, the latter made of light-weight cloth and the shoes of cotton or satin. White cotton or satin is used for shoes if the wearer be in mourning. Another evidence of mourning is a length of white cord plaited into the queue, black being the color usually worn. In spring and autumn double coats, trousers, and leggins, with waistcoats, jackets, and double outer garments, are worn, and on cold days undergarments consisting of single coats or shirts and drawers are also worn. The clothing for mild winter weather consists of the same articles as those for fall and spring, with the exception that wadded coats and outer garments instead of double ones are used, while in severe weather fur waistcoats, jackets, and outer garments are worn in addition to all others, and boots take the place of shoes in most instances. Boots have wide tops, in which the flowing trousers are worn. The number of pieces of clothing worn by men is about the same in all classes. Five or six coats are usually worn one over the other in cold weather. The clothes of the higher classes differ from the other classes in that they are silk or other more expensive stuffs. The middle classes wear silk and cotton mixtures and finer cottons, and the lower classes cotton.

The dress of women and girls is similar to the clothing of men, although in treaty ports instances are found of the adoption by women of many articles of dress worn by foreign women. In addition to men's clothing named above, head coverings and temple bands, petticoats, and foot bands are worn by women. The shoes worn by women differ greatly in shape from men's shoes, but the material of which they are made is similar.

Bedclothing, while not generally classed as ordinary clothing, is considered among the essentials of a complete wardrobe, in that no Chinese person is admitted to the native inns unless possessed of bedclothing. A set of bedclothing consists of an underpiece and a coverlet, both generally wadded with cotton batting. The upper surface is made of figured cotton or silk, while the lining is of sheeting or shirting.



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Sheetings, especially those from America, and native woven cloth dyed in various shades of blue are much used by the country people for all kinds of clothing. The cost of dyeing varies somewhat according to conditions, but approximates $1.50 gold per piece.

### COTTON SPECIALTIES.

Cotton blankets of German and English manufacture are sold in this market in good quantities. The lighter weights are scarcely heavier than outing flannel of good weight, while the heavier ones are slightly better. These blankets have an ever increasing field of distribution, not only in the immediate market afforded by the Province of Pechili, but also in the Provinces of Honan, Shansi, and Shensi. Many of them find their way into the interior as far as Kansuh Province and into the northern Manchurian market, the province of Kirin being a large buyer. Blankets most desired are those of bright scarlet.

### TOWELS AND HANDKERCHIEFS.

Towels are used throughout all the territory to which Tientsin and Niuchwang are the gateways. Japanese mills at present control the market. The towels are of light weight and flimsy for the most part, although a considerable quantity of the better qualities are purchased by the wealthier classes. In size towels vary from 12 to 18 inches in the most popular widths and in lengths from 30 to 40 and even as long as 50 inches. The greatest number in use are those having printed or stamped designs of oriental types in blue and black, the most popular colors.

There is a large and increasing use of cheap cotton handkerchiefs, made especially for this market by Japanese manufacturers. These have oriental designs, figures, and characters of peculiar significance to the purchasers. Germany and England also send a large quantity of cheap handkerchiefs, which find a ready market. The goods from which they are made is exceedingly cheap, and they sell at from 24.5 cents to 63 cents gold per dozen. Higher prices are obtained for better qualities.

### THREAD, LACE, AND BRAIDS.

Cotton thread on spools and in balls is used extensively. All sizes or counts of cotton spool thread, both glazed and unglazed, are used, but by far the greatest use is made of Nos. 8, 10, 50, and 60 six-cord, in 200-yard lengths; these retail at 8 cents Mexican (4 cents United States currency). The spool is differently shaped from that in ordinary use in America.

Cotton lace figures quite largely in the articles coming into Tientsin for native uses. The sizes most in use are 2-inch and 2½-inch, and are quoted c. i. f. Tientsin at £16 in cases of 1,000 cards, each containing

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6 yards of lace. These cases are packed for shipment with two-thirds of the lace in 2-inch widths, while the remaining one-third is made up of 2½-inch widths.

Cotton or Llama braid is much in use by the Chinese in trimming different garments. It comes from England and France in large quantities, in widths varying from one-eighth of an inch to one-half inch and in all colors and shades. The blacks are the cheapest, being less in price per 144 yards. Braid of this character is laid down in Tientsin in three grades, each piece containing 144 yards: Cheapest grade, 1s. 11d. to 2s. 1d.; medium grade, 2s. 1½d. to 5s. 7½d.; best grade, 2s. 7d. to 6s. 8d.

Imitation gold and silver thread finds a good market in Pechili and is distributed throughout the northern and western provinces in varying amounts. This product comes almost entirely from Germany, and a current price f. o. b. Hamburg for best gold thread, per 133⅓ pounds, is $60.27; best quality silver thread, $70.11. Cheaper grades of gold thread are laid down at $55.35, and the same grade of silver thread at $45.01 per picul. Gold and silver thread are done up in rolls containing 50 hanks of 1 yard each, wrapped in tissue paper and a paper cover carrying trade-mark. They are shipped in tin-lined wooden cases.

## YARNS.

Yarn forms one of the most important branches of the cotton trade. It is purchased by the natives of north China in greater quantities than ever before. Its use extends throughout the Empire and has been especially in evidence during those periods when the price of cotton has caused such advances in the cost of piece goods as to curtail their purchase. At such times the natives obtain from the hand loom the substitute for the cloth which under ordinary conditions would be imported from abroad. This is not the only influence actuating the purchase of foreign as well as native spun yarns, for the adherence to old established customs and habits is also potent and will be felt for years to come.

### FOREIGN YARN FOR NATIVE LOOMS.

The native population of the hinterland, in which the foreign-made commodities are distributed from these ports, is only partially acquainted with the imported cotton products, and in many sections the people still rely upon the slow process of hand weaving from native cotton. In other localities, on account of the prohibitive cost of the foreign-made textile, great quantities of imported cotton yarns go to form the warp and weft of the product of the hand looms. The wool of the camel, sheep, and goat and the furs and skins of various animals, both domestic and wild, also contribute toward the supply of stuffs from which the native garments are fashioned.

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The purchase of foreign cotton yarns by the ports of Tientsin and Niuchwang more than doubled in the ten years ending 1903, when these two ports received 33,310,133 pounds out of a total importation by the Empire of 365,000,000 pounds. This is no unusual purchase, as it has been exceeded in other years, notably 1898, 1899, 1902, and 1904, when it exceeded 40,500,000 pounds, and in all likelihood 1900 and 1901 would have equaled 1903 but for the disturbance of the Boxer uprising.

This immense business is in the hands of Indian, Japanese, and English yarn spinners, American mills being practically without representation. A good market can be found in China for the products of a great number of spinning mills, and their establishment would appear to be justified by the immense field which China alone presents. A prominent American authority has stated that an average price of 27½ cents per pound was maintained in 1904 by English mills in the sale of over 160,000,000 pounds of cotton yarns in foreign countries.

There is nothing peculiar to the export and sale of cotton yarns, unless it be that the bales require better and more careful treatment than is given to raw cotton. If cotton yarn were baled with the same kind of covering that is used for raw cotton, every shipment would be ruined. Inasmuch as this is a new field for American enterprise, it would be well to adopt that style of packing which represents the experience of those countries that have successfully engaged in the export of yarns for many years.

Yarns are packed in bales, machine pressed, containing 40 packages, each package weighing 10 pounds, and having 20 skeins. Each package is inclosed in medium-weight wrapping paper and the whole covered with heavy wrapping paper. This is, in turn, wrapped with heavy tarred gunny sacking, and over all there is placed a close-woven gunny-sack covering. From four to six heavy iron straps bind the bale, the edges of which are supported by strong wooden strips laid lengthwise on the sides of the bale. This is the method pursued by English, Indian, and Japanese importers, with the exception that the Japanese do not use the tarred gunny cloth, as the liability to damage by moisture does not figure so greatly in the comparatively short passage from Osaka or other Japanese ports to the Chinese market.

One particular point is in strong evidence in the Japanese yarns, and that is in the matter of weight. All cotton yarns are imported at prices calculated to the bale, which ordinarily is 400 pounds net. English and Indian yarns are shipped in bales of 400 pounds net weight of cotton, while Japanese yarn has a net weight of 420 pounds per bale, or 5 per cent more yarn per bale than English or Indian yarns, although invoiced at 400 pounds net. At first glance this may appear to lend an exceedingly attractive appearance to Japanese yarns; but when it is known that this added weight is produced by

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moisture, which ultimately has a deteriorating effect upon the yarn, it becomes apparent that in the hands of shrewd Chinese buyers a comparison with the "A first" grade American yarn would lead to a decision in favor of the latter. It can be safely stated that not one Chinese in a thousand among the great number of users of American sheetings knows anything of the source from which they come. The only thing he knows about them is that for years he has bought these cloths with this or that kind of chop (trade-mark) printed on them, and they have made good, lasting clothing for him, and he will take no other. And so it would be with our yarns if their sale in this territory were undertaken.

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## IV. MISCELLANEOUS IMPORTS.

### VARIOUS ARTICLES WORTH CONSIDERING.

#### PIECE GOODS.

The woolen piece goods imported for native use are principally blankets and rugs; English camlets; habit, medium, and broad cloth; plain figured and creped lastings; long ells, and Spanish stripes. The most important of these are the woolen lastings, for which there is an annual market worth about $40,000, and English camlets of which about $30,000 worth are sold. The former measure 31 inches in width and average 30 yards in length. They enter quite extensively into the material of which jackets, shoes, and trimmings for clothing are made. English camlets are used largely in the uniforms of the army and for other military purposes, and for this reason there should be a large market for their sale in the near future. The other kinds of woolen goods on this market are sold in small quantities.

Cotton and woolen mixtures constitute a small item in the foreign trade of north China. Among miscellaneous piece goods, silk piece goods and velvets, plushes, and silk seal with cotton back are the most important.

#### FOOTWEAR.

The shoes worn by Chinese are pronounced in their difference from the American article and are cheaply made, the cost of production compared with their selling price being quite low. A fair estimate of the value of the cloth and leather entering into the construction of the average Chinese shoe places the amount at about 10 cents. The principal item of expense is the leather strip forming the sole, which extends the full length of the shoe, there being no raised heel. Shoes and boots with velvet vamps and tops have about 20 cents' worth of material in their construction. An examination in detail of the parts of shoes before assembling discloses the flimsiness of their make. Scraps of paper and blue or black sheeting or shirting pasted together constitute the uppers. There are various styles in use in north China, both high and low quarter. Low-quarter shoes made of dyed cotton or black satin are worn at all seasons by the masses, and their prices range from 50 to 75 cents per pair. High shoes or boots are worn by the soldiers and police as well as by the merchants and all classes except the poorest, the prices ranging from



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75 cents for the unlined cloth boots to $1.25 for fleece-lined velvet boots. Leather boots for army and police purposes cost $1.75 and are in great demand at present in view of the increase of the Chinese army. The average life of a pair of Chinese shoes is one month.

### RIBBONS.

One of the large items of import is ribbons. Both silk and silk-mixture ribbons are bought in large quantities and are distributed through the various Chinese channels to the farthest corners of the Empire. In the making of almost every article of wearing apparel of the Chinese woman a large use is made of ribbons, both for utility and decoration. The vestments of Chinese mandarins furnish opportunities for employing untold quantities of embroideries and ribbons, many colored and figured. Ribbons are also used to a great extent by the better classes as ankle straps with which to bind the extremities of their flowing trousers. These ribbons are almost all of French and native manufacture.

Five-color ribbons appear to be the most popular styles, and upon this basis orders will be filled in any design in lots of 240 pieces of 18 yards per piece, while lots as small as 10 pieces of 18-yard lengths will be specially woven in the designs represented by the samples sent out by the manufacturers in any colors the Chinese may elect, all limited to five colors—that is, four colors and the ground color.

### BUTTONS.

The importation of brass and fancy buttons is a very important and valuable branch of the foreign trade of Tientsin. The bulk of these comes from Germany. Buttons having the appearance of either brass or silver are more popular than the fancy buttons. The latter are made in various styles, the ornamental parts being of varicolored glass in oriental or other designs, with a brass or silver foundation. The most popular of the brass buttons come in "globe" or ball pattern, and in three sizes, 4½, 5, or 5½ lines, with ground surfaces worked up in a great variety of fancy decorations. Upon this ground there is stamped, upon the selection of the Chinese merchant, a suitable design, consisting generally of some conventional figure or Chinese character signifying happiness, wealth, or long life, or the figure of some creature occupying a prominent place in Chinese life or faith.

It is the practice among button manufacturers to forward a great variety of samples, practically covering their entire output. These styles necessarily embrace many that are entirely unsuited to the demands of this market. The great variety, however, affords the Chinese an opportunity to select some new style which may appeal to his fancy, and in this manner new kinds are being taken up continually,

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with a consequent broadening of the field of sale as well as correspondingly increasing the hold of the manufacturer's goods upon the market.

The globe buttons are sent incomplete that selection may be made of the style of groundwork, upon which the manufacturer will stamp any design suited to the taste of the Chinese patron. These are sent out in all of the preferred sizes in brass and white metal, or, as they are technically referred to in the trade, "gold and silver." Tentative designs are also submitted for inspection and selection.

All buttons used here have rings in addition to shanks, in order to admit of changing from one garment to another and of removal during washing. Buttons without rings will have no sale. Each silver button requires a silver shank and a silver ring, while brass buttons require brass shanks and rings.

## SOAP.

The item of bar soap is of considerable importance in this part of China, amounting in 1904 to 18,951 piculs of 133⅓ pounds, at a customs valuation of $93,310 gold. Most of this soap is of English make. The qualities desired are dryness and hardness, without much shrinking or loss of weight upon being kept for a length of time. It is made in 13-inch lengths, 2 by 1½ inches, the bar weighing approximately 2 pounds. The retail prices prevailing are about $2.85 per box of 24 bars and from 12½ to 15 cents per bar. Shipments are made in boxes containing 24 bars. There have been expressions from various importers here favorable to the introduction of American soaps, all stating the belief that it can be done successfully if properly undertaken.

The increasing use of toilet soaps of varying prices and grades does not seem to attract American manufacturers as much as it does the Japanese, English, Dutch, French, Austrian, and German. In the year 1904 the valuation placed on these imports was $75,544. Most of this was used within the immediate neighborhood of the ports, but nearly $26,000 worth was distributed throughout the vast territory supplied by Tientsin, finding its way as far westward as Chinese Turkestan. The principal claim of European soaps upon popularity rests upon the fact that they are pushed by their several makers. Commercial travelers with various lines of soap are sent out twice a year to acquaint themselves with the latest tendencies of the market. That American manufacturers might build up a valuable clientele in the Orient by the same methods or by establishing agencies with importers for the sale of their product there is slight reason to doubt.

The popular toilet soaps are of the cheaper kinds, highly scented in the different odors of rose, heliotrope, violet, and almost all of the scents in use in the American market. There is also a growing demand

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for the higher qualities with delicate scenting in the odors above referred to. The prices are similar to those prevailing at home.

### CANDLES.

Tientsin and Niuchwang received during 1904 1,097,133 pounds of candles, valued at $99,953, two-thirds going to Niuchwang. Most of these were manufactured in England and in great part in one factory. They come in boxes containing 25 packages of 6 candles each, with a covering of light paraffin paper, the whole wrapped in blue unglazed wrapping paper, with the ends sealed by wax wafers. Upon the wrapper is pasted the label giving the brand. White candles are used for ordinary illuminating purposes, while colored candles—scarlet most popular—are used on festal occasions, holidays, weddings, and birthdays. Nine-ounce white candles retail at 8 cents per package of six, 12-ounce at 9 cents, and 15-ounce at 10 cents; colored candles bring higher prices in the same weights, viz, 10 cents, 15 cents, and 17½ cents, respectively.

### LOOKING-GLASSES.

Looking-glasses and mirrors of small size are being sold in great quantities by the Japanese makers. Glasses of all sizes from the small hand mirror about the size of an American silver dollar up to full-length cheval mirrors are made by the Japanese for this market. A popular variety is mounted upon a metal stand made of heavy wire, nickel plated, so as to swing upon pivots. These are almost entirely of Japanese make, and in sizes ranging from 6 by 3 up to 8 by 12 or 9 by 12 inches, with beveled edges and rounded corners or oval shapes. They are laid down here, including freight and insurance, at from 70 cents to $1.25 each United States currency. Beveled-edge glass mirrors mounted on wooden backs with adjustable wire brace at back, 4 by 6 inches, sell at 45 cents Mexican each and $4 Mexican per dozen. Larger sizes, 8 by 6 inches, sell at 85 cents each and $8 per dozen Mexican (about 42½ cents and $4, respectively, American).

## METALS AND MANUFACTURES.

### IRON, COPPER, AND LEAD.

One of the principal imports of metals is old iron, which comes in great quantities from Holland, Germany, and other European countries and enters largely into the domestic economy in the production of many of the various articles of daily necessity. Among these are razors, knives, hammers, hatchets and other chopping implements, plowshares, shovels, various tools for the different trades, metal for stove castings, and other cast-iron products. Through Tientsin and

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Niuchwang upward of $360,000 worth of old iron is annually imported, three-fourths of this going through Niuchwang. This old iron consists of horseshoes, old plate and sheet iron, railway spikes, cart tires, hoop and scrap iron. Old horseshoes constitute the principal of these, often exceeding $100,000 in value.

Iron and steel bars and angles, bolts, nuts, washers, wire nails, steel wire, pipe, and tubing constitute the most important of the other steel and iron imports. Galvanized iron in corrugated and plain sheets and galvanized-iron wire offer a market of upward of $120,000, divided about equally between the ports of Niuchwang and Tientsin. In these lines the English manufacturers predominate, comparatively little, if any, of the American product being in evidence.

Other metals, such as copper, nickel, lead in pipes, pigs, bars, tea-lead, and tin sheets and slabs, constitute the remainder of a market of $1,389,000 for various metals.

### ENAMELED WARE.

Sales of enameled-ware utensils are steadily increasing throughout this part of the Empire. Seventy per cent of these importations find purchasers in the Province of Pechili. The Austrian manufacturers control the market.

Very little of the American product up to the present finds its way into this market, but that it can be introduced in competition with the European article there is little doubt. Decorated enameled ware is limited in sale to the cities, where the Chinese have a greater purchasing power, while the plain ware has a large sale in all towns and cities, and throughout the provinces. The articles most in use are ordinary plain wash basins, blue outside and white inside, having a rim diameter of from 9 to 15 inches. Basins decorated on the white inside ground with gaudily colored flowers or figures of occidental design also take well. I mention particularly occidental and not oriental designs, for in this particular line of goods the Chinese appear to prefer the artistic creations of the Western mind. Three or four designs are placed on the inner side of wash basins, with one bottom figure, also on the inner side, and the decoration may be either raised or smooth. Enameled wash basins are quoted at prices varying according to their dimensions and color of enameling—whether light or dark blue or pink. Blue enameled teakettles of different capacities, ranging from 1 to 3 quarts, are good sellers.

### NEEDLES.

The greatest portion of this market's purchases of needles is doubtless controlled by the German production, and the method pursued by Germans in packing is the most desirable to be followed by American houses in shipping needles to the oriental market. German needles

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are packed in small packages containing 25 needles, wrapped in black paper, with the usual opening for removing the needles, and having a label pasted upon the side indicating the number of the needles. These small packages are tied in bundles of ten each and then wrapped in black paper, around which is generally placed a light-weight manila-paper wrapper tied with white cord. This is in turn wrapped in a second manila-paper wrapping and securely tied with strong, light-weight twine, and the whole placed in a tin case, which is soldered, thereby making it moisture proof. Upon this case the labels are placed, both in English and in Chinese characters, one on each side. A wrapping of heavy brown paper incloses this, securely tied with stout cord. One hundred cases of this kind, all cases containing the same kinds of needles, are packed in a zinc-lined wooden box for shipment. The zinc lining is carefully soldered to make it moisture and water proof.

The annual purchase of needles is steadily increasing, and there is a demand for cheap needles of sizes ranging from 1, 1½, and 2 inches to as great lengths as are usual in ordinary darning needles. In the last calendar year there were sold in this market, of almost wholly German and English manufacture, 350,102 mille, at a valuation of 105,030 haikwan taels (almost $70,000). These needles are all coarse, and have large eyes, to be of use to the poorer classes in sewing with the coarser counts of thread, which are most in use by the natives.

### CLOCKS.

Nickel-plated alarm clocks of German make sell for an equivalent of 80 cents United States currency, while nickel-plated brass-trimmed clocks, oblong shaped, about 6½ or 7 inches in height, with alarms, sell at prices equaling $1.50 gold. The same sized clock with music-box attachment, playing Chinese music, sells at $2 gold values. American seven-day clocks are most popular among the better classes of Chinese and sell at local currency values equaling $6 United States gold. There is, however, a greater demand for cheaper clocks, similar in appearance, which is being supplied in great part by Japanese makers. These sell at prices from $2.25 to $3 gold each. The Chinese recognize the superior quality of American clocks and watches over the Japanese and German makes. The matter of price, however, has a large influence in transactions, and purchasers often take the cheap article instead of the one of better quality simply because of the lower cost, although they are quick to place the proper values upon the genuine article and the spurious imitation.

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## V. ARTICLES OF EXPORT.

The stimulus which will be given to the purchase of imports by the development of China's resources will also be felt in the matter of exports. No country can continue in the market as a buyer nation only, but must also have recourse to its ability to sell its products in order as nearly as possible to keep the proper balance between the two sides of the ledger. Although the exports from Tientsin represent only about one-third, and sometimes not so much, of the value of the imports from foreign countries, the export business is commanding constantly growing attention from local business houses. With Niuchwang, however, the disparity between exports and imports is not so marked. Fully 50 per cent of the commodities comprising this branch of the foreign trade of Tientsin are destined for America, although the Chinese customs returns for 1904 show $8,465,171 out of a total of $9,830,970 as destined for Chinese ports. This arises from the fact that direct shipment is made to Shanghai, where transshipments are effected to vessels bound for foreign countries. The bulk of the Niuchwang exports is made up of beans, bean-cake and bean oil, and wild raw silk, the former aggregating $5,000,000 and the latter nearly a million dollars in favorable years, and is practically all destined for Japan.

The principal commodities making up the export trade of Tientsin are sheep's wool, skins of goat, sheep, and lamb, coal, straw braid, bristles, goat and sheep rugs, and groundnuts. All of the above-named articles of export are for foreign consumption with the exception of coal and groundnuts. Sheep's wool stands first on the list, with $2,005,560; skins, $1,105,828; bristles, $705,568; rugs, $696,672; straw braid, $631,934; groundnuts, $448,622, and coal, $125,000.

### WOOL.

The exportation of sheep's wool from Tientsin has been growing constantly during the past twenty years, although there have been periods of unusual increases, due in great part to changes or proposed changes in the tariff law of the United States. In 1893, when there was a possibility of a reduction of the tariff, a congestion of wools resulted in anticipation of this action, while in 1899 the reverse was the order. Since 1901 the standard of wools exported has on the



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whole been considerably higher, as a large percentage has been machine cleaned. In the decade 1889–1899 the average annual shipment was 76,907 piculs (133⅓ pounds each) of uncleaned wool, and from 1895 to 1904 the average rose to 149,998 piculs of a better cleaned and more valuable wool. That this increase had taken place during the decade in which the Boxer uprising occurred speaks well for the possibilities of this trade, especially when a quicker and cheaper mode of transportation is afforded by the construction of railways. With the completion of the Peking-Kalgan Railroad into the border of the great wool-growing district of Mongolia there will be a resulting increase in the export of wool.

### RAILROADS WOULD INCREASE EXPORTS.

Not only would the development of railroads be of material benefit to the wool trade, but it would be a boon to all other exports. The greatly increased exportation of straw braid from Pechili and Honan by way of Kiao Chow has proved that the railroad, the surest and easiest method of transportation, will readily supersede the antiquated camel and water routes. While Tibet furnishes the finest grade of lambskins, the region around Kalgan supplies the second and third grades, known as "fine and rough Kalgans," and Mongolia the fourth grade. What is true of the effect of a railroad to Kalgan upon Mongolian products applies with greater force to the farther distant interior. From Tibet only the most valuable skins and other products of small bulk can now be brought down at a profit, whereas with modern transportation much coarser produce could come out to exchange for additional foreign commodities. The choice sheep and goat skins are obtained in Shansi Province, while the second quality comes from southwestern Pechili. Bristles come from the wide area embraced by Manchuria, Pechili, and Shantung.

### EFFECT OF ADULTERATION OF PRODUCTS.

Ten years ago straw braid was the leading native product exported from Tientsin, but it has declined in volume and in relative importance by reason of the adulteration and tampering which have been indulged in by its producers. In fact, this is the universal complaint in regard to the leading native produce—tea, silk, bristles, feathers, horsehair, etc. The export of straw plait from Tientsin has been greatly reduced by the evidences of poor workmanship and bad quality of the straw. It is no uncommon experience, I am informed by one of the former leading exporters of this commodity, to find in one bundle of plait strands 4½ and 6 millimeters and in another 7 and 8 millimeters and 9 and 10 millimeters side by side. This, coupled with the red and green straws that no amount of bleaching can make white, tells the story. If these irregularities and imperfections should be overcome, there is



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belief among those qualified to speak on the subject that there would be a revival in this trade. At present, according to the last Kiao Chow Trade Report, it would appear that much of this trade is going south by rail to that port. Among the adulterants used in other of the native produce are short lengths and soft hairs in bristles; false packing and watering in all grades of horsehair; dirt in feathers to increase their weight; giving shorter measure pieces in skins and in patching with inferior pieces to the bulk; in lambskins, water, flour, and chopsticks are the originators of many of the supposedly genuine curls. Untanned skins are badly dressed and many are rendered valueless by bad knife work. In camel's, goat's, and sheep's wool the chief feature of adulteration consists of sand and dirt of all descriptions, while as for such fancy furs as sables and ermine prices are greatly advanced beyond values, and no one but an expert is able to buy without risk of being imposed upon by the many specious forms under which they are offered.

### PACKING FOR TRANSPORTATION.

In connection with the work of counteracting this tendency of the producers to make their wares unfit for market use, it is interesting to delve a bit into the processes of cleaning the wools and skins and packing them for shipment. Such cargoes as will permit are put into hydraulic presses and submitted to a very heavy pressure in order to effect an economy in space and consequently in freight and handling charges. The first plant to do public packing was erected about fifteen years ago, and now there are four firms that make a business of it. This method of treating outgoing cargo was naturally evolved to meet the high freight rates over long runs and has accomplished an economy which alone makes it possible in certain commodities to withstand the growing competition of other sources of supply.

The principal cargoes subjected to this process are sheep's, goat's, and camel's wool, cotton, jute, untanned goat and sheep skins, goat rugs, and cowhides. The packing is performed by heavy hydraulic presses, to which power is supplied by multiplex pumps directly connected to steam engines. The most powerful of the presses are devoted to loose cargo, such as wool, jute, and cotton, and can develop a total compressive force between the heads approximating 1,000 long tons. Thus the lower ram in this type exerts power enough to lift bodily a steamer of the class devoted to the Tientsin-Shanghai trade. It compresses wool to a density of water. The skin and rug presses are less powerful only because this class of cargo may not be subjected to the same treatment without danger of ruin. The variation of maximum and minimum densities is due to a number of coexistent causes, such as the presence of dirt and grease in wools, which conduce to greater density, and of moisture, which increases the den-

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sity to a remarkable degree. On the other hand, the resilience of dry and clean wools is such as to cause enormous stresses on the baling hoop, which, although of the very best ductile steel, has been observed under such stress to elongate as much as 10 per cent.

To show the actual results accomplished, one need but state that wool arrives at the cleaning loft in native bags, with a capacity of 20 cubic feet and a weight of about 1 picul (133⅓ pounds), and leaves the presses in bales measuring 10 cubic feet and weighing 650 pounds. In other words, the package is reduced by the process to one-tenth of its original bulk. This ratio of compression, 10 units into 1, may be taken as about the average. And when it is remembered that freight charges are largely made on the basis of displacement, and that very often handling fees are assessed per bale, it will at once be seen what an important part this press packing has come to play in the export business.

The cost of packing, together with that of the cleaning to which the cargo is subjected before being put in the presses, amounts on the average to about 6 per cent of the value

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59TH CONGRESS, 1st Session | SENATE | DOCUMENT No. 485

# REPORT

ON

# TRADE CONDITIONS IN JAPAN AND KOREA

BY

RAYMOND F. CRIST

SPECIAL AGENT OF THE DEPARTMENT OF COMMERCE AND LABOR

TRANSMITTED TO CONGRESS IN COMPLIANCE WITH THE ACT OF FEBRUARY 3, 1905, AUTHORIZING INVESTIGATIONS OF TRADE CONDITIONS ABROAD

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JUNE 11, 1906.—Ordered to be printed

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DEPARTMENT OF COMMERCE AND LABOR,
OFFICE OF THE SECRETARY,
*Washington, June 11, 1906.*

SIR: I have the honor to transmit herewith reports on trade conditions in Japan and Korea by Special Agent Raymond F. Crist. These reports are transmitted to the Congress in pursuance with the act approved February 3, 1905, authorizing the employment of special agents to investigate trade conditions abroad with the object of promoting the foreign commerce of the United States.

Very respectfully,

V. H. METCALF, *Secretary.*

The PRESIDENT OF THE SENATE.



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# LETTER OF SUBMITTAL.

WASHINGTON, *May 15, 1906.*

SIR: I have the honor to submit a report of my investigations of the trade conditions in Japan and Korea. During the prosecution of this investigation it has been ascertained that the people of these countries are favorably disposed toward American commodities. If American manufacturers would take advantage of this favorable attitude toward their goods a largely increased share of the market of these countries could be obtained. This end can be best attained by the establishment and maintenance of resident agents at the principal trade centers in these countries.

Respectfully,

RAYMOND F. CRIST,
*Special Agent of the Department of Commerce and Labor.*

The SECRETARY OF COMMERCE AND LABOR,
*Washington.*



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# TRADE CONDITIONS IN JAPAN.

## NATURAL RESOURCES.

The Empire of Japan is an archipelago off the coast of China, extending in a broken line, from latitude 21° 48′ N. to latitude 50° N., a distance of over 4,000 miles. It comprises the five large islands of Hondo, Kiushu, Shikoku, Hokkaido, and Formosa, and the southern part of the island of Sakhalin, together with about 600 smaller islands and islets, and has an area of 161,359 square miles, exclusive of Sakhalin, and a population of 50,871,937.

Hondo is the largest and most important island of the group, having the largest two cities and being the center of the highest development in arts and manufactures. Shikoku has well-developed industries, while the third in size, Kiushu, is the center of coal production, although there are large stores of good coal in the second in size, Hokkaido, which are, however, only partially developed. Formosa, the fourth island in size, is the source from which large supplies of natural camphor are obtained.

On the whole it is a mountainous country. Only about 16 per cent of the land can be profitably cultivated; but, notwithstanding this fact, 60 per cent of the people follow agricultural pursuits. The climate varies according to latitude, but in general it is mild and moist, presenting conditions favorable to the growth of tropical and semitropical plants. In the north of Hondo and the entire island of Hokkaido, where the rigors of winter are felt, the conditions favor the growth of wheat, barley, and rape seed, and they are extensively grown.

On account of the mountainous character of the country the rivers are neither large nor suitable for extensive navigation. Because of frequent rains and the nearness of the source to the mouth, they are subject to sudden expansion, resulting in the inundation of large tracts of land, loss of life, and damage to property. They serve well the purpose of water supply for farming and irrigation purposes, however, and possess undoubted advantages in the supplying of power for manufacturing purposes. The waters of various lakes are utilized for power.



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The principal harbors are Tokyo Bay, at Yokohama; Osaka Bay, upon whose shores lie the great manufacturing city of Osaka and the port of Kobe; Moji Harbor, at the western end of the Inland Sea; and Nagasaki Harbor, on whose shore is the city of that name. These are the harbors of greatest international importance, as they give access to the ports of call of all trans-Pacific steamships, and are the avenues through which all commerce with the outside world is carried on.

## AGRICULTURE.

The Japanese are essentially an agricultural people, and because of the diversity of climate the range of the kinds of produce is broad, although the great staple is rice. The condition of moist winds and copious rainfall admit of its universal growth. Tillage of the soil is being broadened along Western ideas beyond former primitive methods. Stock raising has latterly received considerable study and its development is being fostered by the Government.

The farms are small, the average being about 2½ acres, necessitating intensified production. In many instances three crops, but more frequently two crops, are raised, while it is rarely that only one crop is gathered.

The farm implements in use are generally of the simplest kind and often quite rudimentary, having an average value of not to exceed $8 or $10 on each farm. While the individual average cost of these implements is low, their aggregate represents an outlay estimated at over $40,000,000.

The greatest portion of the arable land is devoted to growing rice. It embraces the low-lying ground, unsuited to other crops, and the uplands. In thickly populated sections the latter include many sharply sloping hillsides. The average size of the lots or subdivisions of the paddy field of the low-lying grounds is about one-eighth of an acre, while in higher localities they are as small as 200 square yards, and many are much smaller, utilizing all available, though irregular, spaces. Despite the great disadvantage at which the farmers are thus placed, indeed probably in consequence of it, they assiduously work to bring about the maximum production from their farms.

### NEW FARMING LANDS.

Because of the congestion in all parts of the Empire there has recently been promulgated a law exempting from taxation certain of the hilly lands susceptible to agriculture in order to induce the cultivation of this virgin soil. New lands are constantly being opened to cultivation on Hondo, Hokkaido, Kiushu, Shikoku, and Formosa, while the opening up of the agricultural possibilities of Korea

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and Manchuria has already been felt in the purchase by the Government, and private enterprises as well, of considerable quantities of agricultural implements, such as plows, harrows, cultivators, spades, rakes, and hoes. On Hondo, the main island, there has been a stimulation to the development of new lands by the withdrawal of the land-rent fee charged on Government lands when worked by private individuals. This has led to the spreading out of the farming lands onto the hillsides and other sections sufficiently productive to warrant working if freed from rental charges. On Hokkaido the acreage of land under cultivation is annually increasing, and ultimately this island will be a large wheat-growing district, as well as producing barley, oats, corn, and rye. Hondo and Formosa also produce large quantities of grain, and Korea will presently be further developed. Tobacco is grown on Formosa, Kiushu, and Shikoku.

### FARM PRODUCTS.

That Japan is greatly dependent upon the outside for much of its foodstuffs is shown by purchases amounting to $40,000,000 in 1905. Over 55 per cent of this total is represented by the staple rice, leaving $16,000,000 for other foods. In foodstuffs purchased abroad rice and wheat flour are the leading staples, if we eliminate raw sugar, which is imported principally for the purpose of refining. Wheat also takes high rank in this class of imports. The importation of rice is due to the exporting of the greater part of the native grown rice, which admits of an exchange at a profit to the Japanese of their good rice for a cheaper quality. The use of wheat and wheat flour by the Japanese is of recent date, and in the adoption of this item of food in their diet the American cereal and flour alone have profited. The importation of flour has increased from slightly over $300,000 in 1894 to nearly $5,000,000 in 1905. while wheat has increased from about $15,000 in 1894 to more than $2,000,000 in 1905. Wheat is often used mixed with rice.

### OTHER FOODSTUFFS.

Rice is cultivated in every available space throughout the Empire. Barley, wheat, rye, and corn follow in importance, while sweet potatoes, buckwheat, beans, millet, and white potatoes form the most important of the remaining products. Rape seed, indigo leaves, tobacco, cotton and hemp, cocoons, straw, tea, meats, poultry, and eggs are among the remaining farm products. In foodstuffs the supply is about equal to the demand. Rice is of two varieties, the ordinary and the glutinous. The former is the rice of commerce and constitutes the great crop; the glutinous variety is of use only among

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the natives. Besides being used for edible purposes the ordinary enters into the brew of sake, the national beverage.

Barley and wheat are universally cultivated. In many of the northern districts they succeed rice, especially in the lowlands, while rye is grown more plentifully in the southern provinces. Barley and rye are eaten mixed with rice by the farming people. For brewery uses the native barley does not meet the requirements for making malt, and for this purpose there is an annually increasing importation of foreign grain. Barley and rye are also used to a limited extent as food for stock.

Native wheat is ground into flour to a certain extent, but as the quality produced is inferior to the American flour a considerable amount of the grain is also used in the manufacture of soy, macaroni, and confectionery. Buckwheat flour is used to make buckwheat macaroni.

Rape seed is grown universally as a second crop after rice or other grain. The oil is expressed and exported as a lubricant, while the residual cake is utilized for fertilizing purposes. Indigo, cotton, and hemp are not grown so much as in former times, because of the competition of cheaper foreign products.

### ENCOURAGED BY THE GOVERNMENT.

Agriculture in all its branches has received the special consideration of the Imperial Government since 1870, when the first experimental farm station was established for the study of the various elements of farming and stock raising, the use of modern implements, diseases of plants and animals, agricultural chemistry, development of soil productivity, and fertilizers. Branch stations have been established in various prefectures and at the proper time have been transferred to local control in order to stimulate interest in their usefulness and value. From the information disseminated through these agencies the appreciation of the utility of foreign-grown plants, grains, and fruits and of foreign farming methods and implements has been established.

Irrigation has been carried on extensively since ancient times. The water is either drawn from the natural ways or from storage reservoirs.

### NEED OF FERTILIZERS.

Fertilizing is required to a great degree as the result of the intense cultivation. There is a consequent importation of large quantities of fertilizing materials, in addition to utilizing all of the available native product. Three classes of fertilizer are used—vegetable, animal, and artificial or chemical. Bean cakes and rape-seed cakes are

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the most important of the vegetable fertilizers; night soil, animal manures, bones, fish guano, fish cake, and dried fish are the most important of the animal; and sulphates of lime, and ammonium and superphosphate are the leading chemical fertilizers. There is a large annual importation of chemical fertilizers and of oil and bean cake, especially of the latter. The bean cake of China constitutes the most important and largest supply of foreign fertilizers and is exceedingly rich in nitrogenous qualities. There has been considerable increase in the last two years in the importation of ammonium sulphate, nitrate of soda, phosphorites, and animal phosphates for fertilizing purposes.

### TEA CULTURE.

The use of tea as a beverage was known to the Japanese prior to the ninth century. In that century its cultivation was undertaken under imperial direction and assistance. Not only does tea figure largely in the daily domestic economy, but it is also prominent in all commercial and social ceremonies. The growing of the tea plant and the preparation of its leaves for use is now one of the leading industries of the people. Large quantities are exported annually to America, which is the largest purchaser of Japan teas. The principal tea-growing districts are between Yokohama and Kyoto, though the island of Kiushu produces considerable quantities. The green teas—Sen-cha and Ban-cha—are grown in largest quantities. Black tea, powdered, and brick teas are also produced, mostly, however, for domestic consumption. A small amount of tea is imported from China.

### VALUE OF FORESTS.

The forests of Japan constitute one of the important features of its beauty and contribute largely to its commercial welfare. They are carefully preserved by the Government, and every restriction that can be devised for their perpetuation is carefully enforced. The camphor tree of Formosa has probably the greatest commercial value of any one kind of wood grown in Japan. Many kinds of wood eminently well suited for house building, shipbuilding, bridge building, pulp for paper making, matches, cooperage, and for various utensils are to be found throughout the islands. Bamboo is extensively grown and is utilized for building and ornamental work. It is also largely exported to America and Europe.

### STOCK RAISING.

Considerable study has been given to the development of native cattle, horses, and other stock. The farmers were unable to import high-grade stock for this purpose, and in order to improve the quality

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and increase the number the Government established horse, swine, sheep, and cattle breeding farms as early as 1871, when an American was employed to inaugurate this work. From the stock raised a number were sold to farmers for domestic uses and breeding purposes, and new blood was thus introduced. Although this has been carried on for a considerable number of years, the standard of horses is quite below what it is expected to achieve.

The stock in 1903 numbered 1,286,116 cattle, 1,514,745 horses, 2,288 sheep, 212,569 swine, and 62,407 goats. Stock of all varieties is imported from America, Australia, Europe, and Arabia. As the Japanese Government is sending its representatives abroad to purchase stock, the virtues of American-bred animals should be kept before these officials.

## SILK INDUSTRY.

The silk industry is second only to rice growing, and the export of the various products of the silkworm is one of the largest items in the foreign trade of Japan. The cultivation of the mulberry tree, upon which the life of the cocoon is dependent, is carried on mostly on farms specially cultivated, but about one-fourth of the trees are grown as fences and hedges. Over 12,800,000 bushels of cocoons were produced in 1903. About 70 per cent is the average of the spring crop, 15 per cent the summer crop, and 15 per cent the autumn crop. These cocoons are all retained at home for use in the manufacture of raw silk and for weaving silk fabrics for domestic uses and for export.

Prior to 1870 the reeling of raw silk was performed entirely by hand. In that year, in order to improve the quality of the product and bring it up to such a standard as to admit of its becoming a commodity of export, the Government established a model filature in Tomioka, Joshu. Since that time the export of raw silk has increased until in 1904, 58,000 short tons were exported. The United States is the best patron of Japanese raw silk, taking over 50 per cent of the entire exportation, with France and Italy ranking next in order. While Japan exports about four-fifths of its raw silk, it also imports upward of $500,000 annually of the Chinese product, and because of its cheapness utilizes it in weaving goods for home consumption, while reserving the domestic silk for weaving goods for export.

## FISH AND MARINE PRODUCTS.

The fisheries engage upward of 3,000,000 persons, male and female, and the annual take of fish and marine products is valued at over $35,000,000. Fish and marine products and rice constitute the two main articles of native food. Because of the geographical character

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of the Empire, presenting a coast line of immense length in proportion to the entire area, the Japanese are naturally a seafaring people. The pursuit of marine vocations carries them as far as the shores of America and all along the coasts of Asia and the outlying islands into the South Pacific, in addition to engaging in the taking of large quantities of fish from home waters. Governmental assistance has been given to this branch of industry in the shape of bounties, which have enabled fishermen to improve the stability, comfort, and seagoing properties of their boats, thus enabling them to range more widely in carrying on their pursuit. While a large quantity of fish and marine products enters into the food of the natives, large quantities of fertilizers are also made from fish. Considerable inroads have been made by the importation of larger quantities of bean cake and other artificial fertilizers. This, together with the demand made by the war upon the supply of fish as food for the army, has led the Government to direct the attention of the people to the canning industry, and to the drying, smoking, and salting of portions of their catch. Salmon, trout, sardines, and anchovies are now being put up in tins after the approved American and French methods, both for domestic uses and export. Large quantities of Japanese canned fish are to be found throughout Korea and Manchuria, and shipments have been made to Australia, various Asiatic countries, and the United States.

Salt must be classed as a marine product. An insignificant portion of the salt produced comes from mines. That obtained by the evaporation of sea water averages 30,000,000 bushels a year and is valued at $4,500,000, about 15 cents per bushel. Seaweed, mussels, cuttle fish, and bêche de mer are among the other marine products which have commercial value and which are exported in large quantities to China and Korea. The value of these exports amounts to over $4,000,000 annually. They are sent almost entirely to China, Hongkong, Korea, Russian Siberia, and Australasia, with small quantities to the United States, England, and continental Europe.

## MINING AND MINERALS.

In the present state of development of its mineral resources Japan is deficient in iron, which, with coal, is most essential to the industrial stability of any nation. Of coal there appears to be a plentiful supply, the principal sources being on the islands of Hokkaido and Kiushu. It is bituminous in character, and large quantities of the better qualities are annually sold to ocean-going steamers at the port of Nagasaki. Because of the proximity of the Kiushu deposits a large number of industrial enterprises have been located in the southern portion of the main island and along the borders of the Inland

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Sea, where, by reason of the cheap transportation afforded by this protected waterway, coal is delivered at low cost at the various points on its shores. Over 10,000,000 tons of coal are annually mined in Japan, an increase in about thirty years of more than fiftyfold. Besides the home market, the sale of coal to China is practically controlled by Japanese mines.

Copper mining is carried on in various parts of the main island, the output in 1903 reaching 44,000 tons of 2,000 pounds. Much of this was exported to China during the recent heavy buying by that country of copper for coinage purposes. Lead, antimony, manganese, and pyrites constitute the principal remaining minerals of commercial value. Of the precious metals, the production of gold and silver, though small, is being vigorously developed.

Petroleum production occupies a prominent place in the natural resources recently developed, the annual production exceeding over 1,500,000 barrels. American machinery is the most popular in well drilling and refining.

In all, about 160,000 persons are engaged in mining operations, of which about 85,000 are coal miners. The continual study and search for new deposits assures an increased output of minerals and a larger demand for mining materials. The value of the mineral production of Japan does not exceed $20,000,000, of which one-half may be credited to coal and one-fourth to copper.

## TRANSPORTATION.

### DEVELOPMENT OF LAND AND WATER FACILITIES.

In 1904 the steam railways of Japan, both State and private, represented a total of 4,495 miles in full operation, with 1,125 miles under construction. The rolling stock consisted of 22,781 freight and 5,101 passenger cars and 1,544 locomotives. During that year there were moved 17,760,000 tons of freight and 113,870,000 passengers. In addition to this there were 118 miles of electric railways. This latter field of enterprise is a most lucrative one and the earnings of the roads now in operation are stimulating an increased building in different parts of the Empire.

With the increase of the foreign trade of Japan there has been a corresponding growth of its merchant marine, through the purchase of ships abroad and the development of shipbuilding at home, by favorable laws and bounties for ships constructed along certain lines. The present development of shipbuilding is the result of governmental aid, as shown by the rapid growth since 1896, when the shipbuilding encouragement law and the navigation encouragement law were enacted. In 1895 the merchant marine consisted of 827 steamships of 341,000 tons, and 702 sailing vessels of 44,794 tons. At the

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close of 1903 it had grown to a total of 977,000 tons, represented by 1,570 steamers of 657,000 tons and 3,934 sailing vessels of 320,000 tons. The tonnage of the steamships had nearly doubled and the sailing craft had increased over sevenfold. During the recent war steamers aggregating 177,000 tons were purchased abroad, and 27,000 in tonnage were built in the Japanese shipyards, while the war losses aggregated 71,000 tons, netting an increase of 133,000 tons and raising the steamship tonnage to 790,000 at the beginning of 1905. Government encouragement had also resulted in the establishment of over 200 private shipyards and 35 docks, and with this equipment there can be constructed merchant ships of upward of 6,000 tons and the largest men-of-war.

There are now vessels of regularly established lines plying between Japanese ports and Europe, America, Australia, Bombay, and Chinese, Korean, and Philippine ports, all of which receive liberal subsidies from the Government. The subsidy rate is based upon a speed of 10 knots per hour, and for steamers of not less than 1,000 tons, at 12½ cents per thousand miles, increasing with the increase of tonnage and speed.

### MORE SHIPS THAN CARGOES.

Considerable apprehension has been expressed by many persons connected with the shipping interests of Japan as to the disposition to be made of the increased number of ships which will be found in Eastern waters upon the return of the subsidized ships to their owners. This congestion is the result of the chartering of the available ships of other nationalities. When the Government has accomplished the return of the troops from the war zone, and the necessity no longer exists for retaining the ships, their return to commercial activities will bring about a problem the solution of which will require the greatest study and most careful handling. One of the first results of the termination of the charters will be a sudden expansion of carrying capacity beyond the available cargoes.

### BIG SHIPPING COMBINATION.

It is now proposed to form a navigation company, with a capital of $30 per ton, for the purpose of maintaining rates, reducing the cost of operating, and demanding further Government subsidies. This company will embrace various independent interests and will control 132 ships of from 1,000 to 4,000 tons burden, representing a total of 284,787 tons. This project has taken such concrete shape as to show the routes to be traveled and the assignment of ships thereto. The ships under consideration have the following tonnage: Fifty-six of 1,000 and under 2,000 tons, 55 of 2,000 and under 3,000 tons, 18



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of 3,000 and under 4,000 tons, 3 of 4,000 and over, making a total of 284,747 tons.

On the assumption that 12 of these ships may prove to be undesirable, there are to be 90 ships for regular lines and 30 for tramp or charter purposes. The following are the lines at present determined upon, with the number of ships assigned thereto:

ROUTES, NUMBER, AND TONNAGE OF SHIPS OF THE PROPOSED JAPANESE NAVIGATION COMPANY.

| Route. | Ships. | Tonnage. | Route. | Ships. | Tonnage. |
|---|---|---|---|---|---|
| Yokohama to Moji | 12 | 2,000-3,000 | Kobe to Formosa | 6 | 2,000-3,000 |
| Yokohama to Muroran and Kuschiro, in Hokkaido | 8 | 2,000-3,000 | Kobe to Shanghai | 4 | 2,000-3,000 |
| Yokohama to north China ports | 6 | 1,000-2,000 | Shanghai to north China ports | 4 | 1,000-2,000 |
| Kobe to north China ports | 10 | 1,000-2,000 | Shanghai to south China ports | 4 | 1,000-2,000 |
| Kobe to Dalny | 4 | 2,000-3,000 | Chefoo to Vladivostok | 8 | 2,000-3,000 |
| Kobe to Vladivostok | 8 | 1,000-2,000 | Yokohama to China and India | 8 | 3,500-5,000 |
| Kobe to Otaro and Sakhalin | 6 | 2,000-3,000 | Yokohama to the Philippines | 8 | 3,500 |
| Osaka to Korean ports | 4 | 1,000-2,000 | | | |

## MANUFACTURING.

### INDUSTRIES ENCOURAGED AND FOSTERED.

The evident aim of the Government is to place Japanese manufactures on an independent footing. That this object has long been entertained is shown by the persistent effort made during the reign of the present Emperor to develop the manufactures which now flourish throughout the Empire. The manufacture of almost every commodity now made in Japan was begun under Government supervision and expense.

### EFFECT OF MODERN METHODS.

This renaissance of Japanese manufacturing has had a correspondingly powerful influence both upon the quantity and character of the imports of the Empire. Great changes are observable in the kinds of articles demanded during the past fifteen years. Goods that were essential to the well-being of the natives in 1890 and were among its leading imports are no longer purchased abroad, but instead are manufactured in such quantities that the surplus is exported to other parts of the world, and in many instances to the countries from which they were previously purchased. Thus, instead of occupying the position of a buyer of her necessaries from other countries, Japan has entered the ranks as a competitor for a share in the world's markets.

### GOVERNMENT INITIATIVE.

Before the Restoration the industries of Japan consisted mainly of the manufacture of porcelain, raw silk, lacquered silk ware, hemp

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and cotton fabrics, copper ware, paper, wood and bamboo wares, matting, sake, and soy. Upon the establishment of the present Government a systematic effort was made to stimulate the adoption of modern methods and to introduce machinery where it would create a greater output and perfection of product. Model factories and plants were installed by the Government in many industrial branches, such as for the manufacture of cotton, silk, and woolens, cement making, shipbuilding, various iron-working plants, glass, brick, match, and paper factories. The result was felt in an earnest study by the people of the methods used by Western nations, and the early supplanting of more primitive methods, causing an immense increase in the manufactures of the nation.

In 1890 the exports of manufactured commodities embraced most of the articles whose initial manufacture was undertaken by the Government in the model factories established but twenty years previously. The value of the exports of manufactured articles was $19,382,000 out of a total export of $42,500,000. In 1900 exports of manufactures had increased to over $28,000,000. In 1904 a further increase was recorded in the unprecedented export of over $120,000,000 of manufactured articles out of a total export trade of $159,600,000. This amount represented a vast expansion in variety of manufactures as well as in value. From the greatly broadened sphere of the post-Restoration period the field of manufactures had further expanded until in 1904 it may be safely asserted it embraced nearly all lines.

### STATE AID TO PRIVATE ENTERPRISES.

In addition to the establishment of model factories the Government purchased abroad complete equipment for spinning and weaving mills and turned it over to individuals desiring to enter upon those lines of manufacture with the privilege of using the machinery and paying for it on a long-time and small installment basis. On the other hand, to those who were desirous of initiating a new system of manufacture but were deficient in capital, the Government loaned the necessary funds. Others were granted financial assistance by the State for terms sufficiently long to place them on a sound financial and industrial basis. In many instances within the short period of ten years the factories had been turned over to individual enterprise and State aid was no longer required.

### COTTON INDUSTRY.

The Kanegafuchi Cotton Spinning Company, at its Kobe mills, is conducting an experiment for the purpose of determining the advisability of engaging in the weaving industry. This experiment should be of particular interest to American loom manufacturers,

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inasmuch as there are 8 American looms, 32 English, and 50 of Japanese construction. At present the trial has not demonstrated conclusively the merits of the different looms, and it is not possible to state definitely whether the company will take up the weaving branch of the cotton industry, although from the results obtained it is about determined to construct a large building for that purpose. In the report of the results of its workings for the six months ended December 31, 1905, the Kanegafuchi company states its net profit to be $753,210, to which was added $115,309 brought over from the preceding account. A dividend was declared at the rate of 16 per cent, which is not unusually high for cotton mills in Japan. The manager of these mills, Mr. Fukuhara, worked for about five years in cotton mills in the Carolinas, Georgia, and New England, and is thoroughly acquainted with the operations of American spindles and looms, and favors them under certain conditions.

### AMERICAN LOOMS.

With the more skilled and experienced American operatives he stated American machines are capable of a high efficiency, but in the hands of the less experienced Japanese operatives they are incapable of turning out as much work in the same time. This is a condition that should be carefully considered by American manufacturers of cotton machinery, as it is not likely that Japanese operatives will become more skilled for some years under the existing conditions, and these conditions will probably not change in the near future.

Three reasons were assigned by Mr. Fukuhara why American looms were unsuited to the Japanese operatives. First, the price is higher than English machines. English looms may be bought for 175 to 180 yen, laid down at the factory, while American looms cost from 190 to 195 yen. Japanese looms now being made cost more than the American looms and are the least satisfactory of any. Second, the speed efficiency of English looms amounts to nearly 180 revolutions a minute, while with American looms 160 or 170 revolutions are all that Japanese operatives are able to obtain. Third, at these respective speeds there are more stops through breakages with the American than with the English machine. With Japanese looms a lower speed even than the lowest average with American looms is the limit of capacity. From this it would appear that for some time to come Japan will be an importer, and in large quantities, of cotton spinning and weaving machinery.

This is one of the many opportunities now offered for American manufacturers of cotton-spinning machinery to bring their machines to the attention of the cotton-milling people of Japan. Great enlargements of cotton spinning and weaving mills are projected for the

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near future in view of the past ready market found for their output in Japan, China, and Korea, and the expectations which the Japanese may very properly have of larger sales in the fields of Manchuria and Korea. It is the intention expressed by those interested in cotton and cotton manufactures to undertake the growth of cotton in Korea, which is said to afford favorable possibilities for the growing of that plant.

Automatic looms do not meet with as much favor with Japanese mill owners as those which have to be stopped by the hand, for the reason that the operatives are required to superintend more closely the latter kind, and knowing this they are more on the alert.

The condition of the operatives reacts directly upon the American manufacturer of cotton machinery in the inability of inexperienced hands to master the intricacies of the automatically operating machines, and the consequence is a greater number of breakdowns than with the heavier machine of English make. With the inferior quality of yarns which Japanese mills prefer to spin there is a greater number of breaks in the yarn, due to the heavier strain necessitated by the automatic gearing of American machines.

### CHARACTER OF MILL HANDS.

The source from which Japanese cotton mills have to draw their hands is the rural districts adjacent to the cities where the mills are located. From the families of the farmers and artisans the daughters come to the mills and engage themselves to work. After a period extending from six months to a year about 50 per cent of these girls have accumulated sufficient money to purchase their wedding outfits, and, having accomplished this object, resign their positions and return to their homes. About 30 per cent of the operatives remain from a year to three years, leaving 20 per cent of the operatives to constitute the mainstay of the mills and form what can be termed experienced hands. Of this number those who are incapacitated through sickness and other causes materially reduce the force. In the Kobe mills of this company, where from 3,500 to 4,000 hands are employed, there are less than 30 who have been continually employed with the company for a period of ten years.

To counteract as much as possible the temporary character and induce a permanent force of employees many expedients are resorted to. Every comfort that can be devised to make the life attractive is offered. Dormitories are provided in which the girls live, hospitals and free medical services are furnished in illness, and from a fund made up by deducting 3 per cent from the pay of each operative and adding a like amount by the company, half pay is allowed during sickness. Sanitary homes are provided for families of operatives. Kindergartens and schools of all grades are conducted for

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the children, and various kinds of entertainments are given for their recreation. The surroundings are maintained in the most sanitary condition. In short, for the benefit of both mill owners and operatives, everything is done to induce longer service.

### TRAINING FOR THE MILLS.

A new system of preparing young men for work in cotton mills has lately been inaugurated whereby technical education is given for six hours daily, followed by four hours of practical training in the mills. The educational feature embraces all forms of construction, alteration, and repair work pertaining to spinning and weaving machinery, methods of management, and administration of every phase of millwork and superintendence of operatives. The practical training consists in working under the supervision of instructors. This course is planned to cover one year at no expense to the students with provision that they continue for three years in the employ of the company in places suited to their ability. If results warrant, it is intended to extend the course of training to a three-year term, requiring three years' service after the expiration of the term, and thus obtaining men of high efficiency.

### OPERATIVES AND WAGES.

Between 8,500 and 9,000 bales of cotton yarns were made in 1904 by the Settsu Coton Spinning Mill, located at Osaka, ranging from 10s to 20s, about two-thirds of these being 16s. These yarns are all made for export to China, Korea, India, other Asiatic countries, and the Philippine Islands. The bales are of 420 pounds net weight of cotton. The company is capitalized at $750,000, of which $700,000 is fully paid up. Upon this capitalization an officer of the company stated that for the past six months they had declared a dividend at the rate of 50 per cent per annum. An accumulated reserve fund of $1,000,000 is annually being added to. There are seven mills with about 7,000 operatives. The average daily wage is about 27 sen, or between 13 and 14 cents in American currency. As the operatives can live at about 20 sen per day the compensation is not so low as to be uninviting, and many are willing to serve at that rate. The company has separate boarding and lodging houses for male and female unmarried employees, where they live at a daily charge of 7 sen, although the actual expense is 10 sen daily to the company. That this philanthropy is not unusual is shown in the bonuses annually given to employees and other features of industrial enterprises looking to the betterment of their condition.

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### CHEAP GRADES OF CLOTH.

The consensus of opinion among Japanese cotton-goods manufacturers appears to be that there is a better field for their products if they turn their energies toward the manufacture of the cheaper grades of piece goods, rather than to undertake to compete with the higher grade coming from American mills. To make the higher grade goods would mean an expense disproportionate to the amount of return that could be realized, although from a patriotic point of view it would be desirable to undertake the development of a higher standard and achieve success in the face of competition with other countries. From a purely commercial viewpoint, however, the field now occupied by Japanese manufacturers is most remunerative at the least expense and effort. Manufacturing cloth for the poorer classes of the Chinese Empire is what is being done, while the better qualities of goods from America go to those who are better able to stand the expense.

### IRON AND STEEL.

The Shibaura Engineering Works, of Tokyo, is a fair example of the highest attainment of Japanese mechanical engineering. At present it employs 800 skilled operatives and laborers. The capacity of the plant is being increased so as to call for 1,500 employees. The business promise of the future is so bright that the improvements referred to are being pushed as rapidly as possible. In the equipment of these works there has been an almost equal selection of American and English machines, the matter of expense not being the controlling influence, but the highest developed types of engineering skill being sought. The entire management of these works is Japanese, as is the management of all of the largest and best established factories, mills, and industrial establishments.

To this company belongs the distinction of having constructed the largest steam engine yet built by Japanese engineers. This engine was constructed for the Kanegafuchi Cotton Mills shortly after the close of the Chino-Japanese war, and is now in successful operation. It is a combination of the Musgrave-Hicks type of English engine, is triple expansion, develops 1,300 horsepower, and carries a fly wheel 28 feet in diameter and 9 feet face, weighing 65 tons. The power is conveyed to the machinery of the mills by 32 cables running over the fly wheel. This size engine is exceedingly unusual in Japanese construction, the highest general average being in the neighborhood of 100 horsepower for steam engines. It is the practice among Japanese builders of both stationary and marine steam engines to import the various parts from abroad, Europe supplying these necessaries for the most part, and upon receipt of the plates, tubes, and other materials to construct the engines in the native works.

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### ELECTRICAL MACHINES AND STEEL CHIMNEYS.

In the construction of electrical machinery the metal collars and bases for dynamos and motors are cast by this company, while the materials for the construction of commutators and armatures are obtained mostly in America, as are the parts entering into the construction of the large storage battery output. Electrical cranes are among the products of this company, cranes of 20 and 30 tons capacity having been constructed for various foundries and for the imperial navy-yards.

Another article quite extensively manufactured by the engineering works of Japan is the "earthquake chimney." It is constructed of rolled steel plates, riveted together. Tall factory chimneys of masonry are prohibited because of the seismic disturbances peculiar to Japan. With the growth of manufactures there has been a great demand for steel chimneys and a consequent large importation of plates for this purpose.

### ARMOR PLATE, RAILS, AND NAILS.

The wire nail, steel rail, armor plate, and many other steel industries are the outgrowth either directly or indirectly of Government pioneering. The running expenses of the Government steel works on Kiushu Island are annually appropriated for by the Imperial Diet, and up to the present about $10,000,000 has been paid out in the development of the production of the various articles of steel necessary in manufacturing.

Steel in billets and other forms is turned out at these works and is supplying the raw material in the manufacture of wire nails, which heretofore it was impossible to produce because of the prohibitive price of the materials. Armor plate for the ships of the Japanese navy and steel rails of a high standard are also being produced at this great Government steel works.

### BARS AND RODS, PLATES AND SHEETS.

For many years to come Japan will be a good market for iron and steel products, especially for pigs and ingots, plates and sheets, rods, bars, tubes and pipes, and other raw or partially manufactured iron products. There is no great native supply of iron. The following five-year periods show the average importation of these items:

AVERAGE IMPORTS INTO JAPAN OF IRON AND STEEL PRODUCTS, 1896 TO 1905.

| Article. | 1896-1900. | 1901-1905. | Article. | 1896-1900. | 1901-1905. |
|---|---|---|---|---|---|
| Pig and ingot iron | $2,490,000 | $5,850,000 | Bars and rods | $1,735,000 | $2,200,000 |
| Plates and sheets | 1,500,000 | 2,690,000 | Pipes and tubes | 700,000 | 760,000 |

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POSITION OF THE UNITED STATES.

Under the class of "Machinery, metals and metal manufactures," Japan imported in 1904 $24,319,800 and in 1905 $44,259,200. The principal items of these imports in which the United States leads are electric-light apparatus, instruments, and motors; paper-making machinery, turning lathes, sewing machines, steel rails and fittings, iron pipes and tubes, lead pigs, ingots, and slabs. These imports range in value from rail fittings at $74,400 to electric motors valued at $406,000, and representing a total of $1,971,400. In iron nails the United States and Germany divided the bulk of the purchases in 1904, the share of the former being $420,300 and of the latter $486,300, out of a total of $980,000. This is a remarkable increase in the sales from America, which have doubled in the past three years, while the sale of German nails has declined slightly. As the use of nails is increasing throughout the Empire, there should be a good market for many years to come. The use of electric-light wire is also annually increasing, and in its importation English manufacturers have profited most, their sales being fourfold greater than in 1902, while American sales have fallen off more than 8 per cent during that time. During the late war a heavy demand sprang up for telegraph wire, and sales of American wire increased from $15,900 in 1902, to $117,400 in 1904, which was a greater increase than shown by any other country. The only other material increase in this line was made by Germany, from $327,000 to $375,400. There has been a rapid increase in the popularity of American metals and metal manufactures and machinery during recent years. While in some instances the preference is still for similar products of other countries, there is a striking change in the relation of American manufactures from their relative standing of former years.

Screws, bolts and nuts, wood screws (iron), small iron rods and wire, anchor chains, structural iron, steel wire rope, steel rods and wire; brass tubing; copper bars, rods, tubing, plates, and sheets; tinned iron plates and sheets; lead, sheet, pigs, and ingots; steel bars, rods, plates, and sheets; iron pigs and ingots, plates and sheets, bars and rods; galvanized sheet and corrugated iron, come in greater quantities from America than formerly. Still, in view of the growing demand for them, their sale should be pushed with vigor. Through these commodities the sales in the Japanese markets could be increased millions of dollars annually. The bulk of these articles are at present purchased from England. Though occupying an advanced commercial position in comparison with former years, the United States does not take as high rank as the quality of its products and the popularity of its goods warrant.



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### FARM TOOLS AND IMPLEMENTS.

Farm implements of a limited kind and size are finding an increasing market in Japan. At present in the Government Agricultural College on Hokkaido and at the various agricultural experiment stations located throughout the Empire modern American agricultural implements are to be seen in active operation. These machines comprise threshers, cornshellers, planters, seeders, cultivators, harrows, plows of various sizes, cream separators, and drills. All of these articles have a vogue among the gentlemen farmers and those ambitious to advance and take on the Western ideas of agrarian perfection.

In addition to these implements there are to be found in almost every farmer's equipment hand cultivators, hand operated sprayers for insects, pruning knives and shears, patent fruit pickers, fodder cutters, hand drills or planters, light-weight plows, pitchforks, hoes, rakes, spades, and bone cutters, all of American make, with a very small representation of English make.

These articles are supplied in great part through a Japanese firm located at Tokyo, the senior member of which is a graduate of the Government college on Hokkaido. This gentleman has visited some of the principal manufactories of America and England and is alive to the methods of the American merchant. He publishes monthly an agricultural journal which has a circulation of about 10,000 copies, and also a semiannual of 200,000 copies for free distribution. This latter is a catalogue of implements, seeds, bulbs, and plants.

As the masses of Japanese farmers are poor, the bulk of the sales of implements is made on credit upon good security extended to the time of harvesting, although some sales are made upon a cash basis. This necessitates the granting of six months' credit, a system which has been carried on for the benefit of both the manufacturer and importer. A conservative estimate of the increased use of modern agricultural implements places it at 300 per cent up to the time of the war with Russia. During the war period there was but a slight falling off in the purchasing, and since the declaration of peace there has been a pronounced increase.

The establishment of Government experiment stations and model farms in Korea, together with the growing of cotton there, and the opening up of Manchuria will greatly increase the demand for farming implements in the Orient. With the increased commercial activity of the Japanese in these fields it is to be expected that much of such supplies will be furnished through the medium of Japanese importers. Branches and agencies are being established at the prin-

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cipal centers in Korea and Manchuria by Japanese commercial houses for trade with these northern markets.

## BANKS AND COMMERCIAL AGENCIES.

The principal bank of the Empire is the Bank of Japan. It is intrusted with the management of the treasury fund, has authority to issue notes on gold and silver coin or bullion, on Government bonds and treasury bills, or commercial bonds and bills of determined credibility. It also does a general banking business under certain restrictions. It is intended that the Bank of Japan shall be the pivot of the national financial system of the Empire.

The Japan Hypothec Bank, the Industrial Bank, and a system of credit guilds have been established for the purpose of supplying money at low rates of interest and on long terms. The former lends upon agricultural realty, and the latter upon other securities, such as public bonds and industrial debentures and stock. The establishment of these banks has done much to stimulate the development of new lands and increase the productivity of occupied farms, provide for improvements in irrigation and drainage, and in general to increase the opportunities for the agricultural classes and the development of all lines of manufacture. The Yokohama Specie Bank is prominent in international trade. For several years these banks have maintained an annual dividend at from 10 to 12 per cent on their capitalization of $37,000,000, with the sole exception of the Industrial Bank, which averages about 6 per cent.

Savings banks have a prominent place in the financial system of Japan and in 1903 numbered 685. This number represents ordinary banks to the number of 216, which also do a savings-bank business in addition to their principal business. Their authorized capital was $29,000,000, of which $17,500,000 was paid up; the savings deposits equaled $81,247,500; while other deposits amounted to $169,731,600, a total of $250,979,000. They had a reserve of $2,700,000, and from the net profits of $2,072,488 a dividend of $1,165,611 was made, being at a rate exceeding 9 per cent.

There were 1,754 ordinary banks with an authorized capital of $176,096,900 paid up to the extent of $125,840,000, and a reserve of $25,251,700. From a net profit of $17,000,000 a dividend of $9,000,000 or over 8 per cent was declared. Other banks representing a total capitalization of $18,000,000 presented an equally prosperous condition.

Clearing houses are established in Tokyo, Yokohama, Kobe, Osaka, and Nagoya and are conducted upon the system prevailing in America. During 1904 a total of 5,768,589 bills valued at $2,078,400,000 were cleared through these houses, Tokyo and Osaka doing the bulk of the business.

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### COMMERCIAL AGENCIES.

The Yokohama Specie Bank is the avenue through which facilities for the promotion of the foreign trade of the country have heretofore been offered. Inquiries regarding the commercial standing of native importers and exporters were addressed to this bank from all parts of the world. Latterly, however, there have been established the Tokyo Commercial Agency and the Osaka Mercantile Agency, which have branches in all important cities of the Empire and have reciprocal relations with similar agencies in the United States, England, and continental Europe, through whom the standing of Japanese firms can be readily ascertained. While facilities in the way of commercial agencies and banks exist for ascertaining the financial standing of American business houses, it should be borne in mind that these avenues are not well known to the Japanese. Advancement is, however, being made along this line through study and travel. Commercial agencies in most of the large centers of Japan are connected with similar institutions in America. By means of these and the various branches of the Japanese banks established in America and the International Banking Corporation, an American institution with branches, agencies, and correspondents in all quarters of the globe, American exporters should be able readily to acquaint themselves with the amount of business annually done by almost any Japanese merchant and gather all information requisite for safe business relations with people situated at such a great distance.

### FOREIGN COMMERCE.

Each year the Japanese are expanding the sphere of their commercial activity, in some instances possibly without the proper caution and study, but expanding nevertheless. Much of their foreign business is carried on through established branches in European countries, North America, South America, Africa, Australia, Asia, and the South Sea Islands. Japanese merchants have well-established connections with manufacturers and exporters of English, German, French, Austrian, and other nationalities, and conduct their business upon the same basis as that pursued by foreign importers located at the various Japanese and Chinese ports. In a large number of instances open accounts are kept, cable orders are placed, and credits extended or drafts made upon the banking accounts of the branches located in the various countries.

Through the branch banking establishments of the many oriental banks engaged in foreign trade the credit of those engaged in the import business is readily ascertainable. In other instances the letter of credit is the basis of business relations between Japanese importers

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and European and American exporters. There are of course two sides to the question of allowing commercial credit and placing responsibility. The American and European exporters very properly demand satisfactory evidence of the responsibility of the Japanese importer before extending credit, and in almost every instance require a letter of credit with each order. This course is dictated by sound and safe business principles. On the other hand, the Japanese importer is justified in demanding the assurance that the American or European concern requiring a letter of credit to accompany his order is worthy of such confidence. Many of the well-established native importers have received their training and experience in the foreign importing establishments and quite naturally have obtained a larger acquaintance with exporters of other countries than America, as there is and has been a greater number of them engaged in that business.

### TRADE IN HANDS OF JAPANESE.

The extent to which Japanese are participating in the foreign trade of their Empire and are engaging in direct relations with the world at large is of interest. In 1889, out of a total import business of $48,520,165, Japanese importers handled $7,079,989, or 15 per cent. In 1895, of the total of $64,630,420 imported from throughout the entire world, 30 per cent was received through native importers. In 1900, out of a total importation of $143,630,920, the Japanese importers bought $56,368,525, or nearly 40 per cent.

The same ratio of increase is to be found during the same period in the matter of exports—the volume being less, however, and the balance of trade for the past ten years being against Japan. In 1889 the amount of export business in the hands of Japanese was less than 10 per cent; in 1895, 19 per cent; in 1900, 37 per cent. The export business during this time increased from $51,424,558 in 1889 to $102,214,997 in 1900.

It is seen from this that the bulk of the foreign trade has heretofore been in the hands of foreign importing houses, mostly English, German, French, and American; but if the same ratio of increase of the participation of Japanese in this trade has continued during the past five years it is probable that fully 50 per cent of it is now in their hands.

### NEED OF FULL LINE OF SAMPLES.

Japanese merchants and students of business annually travel throughout the United States and European countries in search of new sources from which they may be able to obtain the commodities which constitute their business. European manufacturers follow up the opportunities thus presented by sending samples of their

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products, together with prices, and in addition to that also send traveling salesmen to insure their commodities being kept before the attention of their Japanese patrons.

American houses in the majority of instances appear to be content with the results obtainable from correspondence, rarely sending samples and very seldom sending out a representative to feel the pulse of the Japanese market and stimulate interest in their commodities. Some samples are sent by American manufacturers, it is true, but in point of variety and frequency they make but a poor showing when exhibited among the array from other countries. This is particularly so in the matter of sundries. Renewals of samples and quotations up to date are made by the manufacturers of our leading competitors, and trade is thereby stimulated, while in many instances samples of goods and prices from American manufacturers are so old that Japanese importers hesitate about placing orders for these goods, especially when the order is to be accompanied by a letter of credit, for fear the concern may not be in business or the goods no longer produced according to the old samples.

### ADVANTAGES OF TRAVELING SALESMEN.

Another reason expressed by many of the large and active native importers for their turning to other countries for their products is that there are no facilities for acquainting themselves with a large number of American manufacturers. In every instance there has been an expressed desire to engage in business with our manufacturers, but in most cases ignorance was expressed of the names of makers of the various commodities dealt in and an inability to ascertain such names. When manufacturers from other countries are represented largely, and competition lowers the prices of certain commodities, it is impossible to hope for purchases from American manufacturers who are indifferent to a foreign market. I have been shown quotations given on the same date on a certain commodity by two manufacturers located within 100 miles of each other where the prices varied 7 per cent. With but one quotation, if it had happened to be the higher one, placed in competition with prices submitted from other countries, a fair showing would not have been made for the American product.

Japanese importing houses view with great favor the traveling salesman, and are quick to make business connections with their houses. European houses have their representatives traveling throughout the Orient. A prominent Japanese importer stated that such houses place themselves upon a higher plane of reliability and responsibility by this method than those relying entirely upon correspondence to establish their standing with his house.

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### INFLUENCE OF NATIVES EDUCATED IN AMERICA.

The advantages that accrue to manufacturers of America through the attendance of Japanese students at American universities and technical institutions are illustrated by the following instance: A Japanese graduate of an American technological institute who is now employed in a large iron works at Osaka stated that during the ten months of his employment in the works he had induced the management to purchase upward of 40 lathes of various kinds from the United States, where heretofore all of the equipment had been obtained from England or France. He was enthusiastic in his praise of the superior efficiency of American over similar English machines, and stated that for excellence of finish the articles coming from American-made machines were far better than those from other makes; that American machines were capable of higher speed with better results and were generally cheaper in price than like machines from other countries.

### GROWTH OF TRADE WITH UNITED STATES.

The position which the United States occupies in the foreign trade of the Empire of Japan is most gratifying when compared with its relation thereto in former years; it is also gratifying when compared both in volume and growth with the trade of other countries and Japan during a like period. The foreign trade of Japan in 1876 equaled $46,492,000. In that year the imports amounted to $24,198,527, Great Britain furnishing $11,510,000; China, $4,177,454; France, $3,169,519; British possessions, $2,490,666, and the United States, $1,702,418.

In 1897 the positions of these countries were but slightly changed, the United States occupying fourth place, with Germany next, and France still lower. The United Kingdom led in its exports to Japan, with $32,700,000, the order of the others being British India, $14,800,000; China, $14,600,000; United States, $13,500,000, and Germany, $9,000,000. In 1905 the United Kingdom still stood at the head of the list, with the United States second, with a growth in the thirty years far greater than any of its competitors, as shown by the following:

POSITIONS OF LEADING COUNTRIES IN THE FOREIGN TRADE OF JAPAN IN 1905.

| Country. | Imports. | | Exports. | |
|---|---|---|---|---|
| | Value. | Per cent. | Value. | Per cent. |
| United Kingdom | $57,000,000 | 23.3 | $6,500,000 | 4.0 |
| United States | 52,000,000 | 21.3 | 47,000,000 | 29.2 |
| British India | 45,000,000 | 18.8 | 3,900,000 | 2.4 |
| China | 26,000,000 | 10.6 | 49,000,000 | 30.4 |
| Germany | 21,000,000 | 8.6 | 2,000,000 | 1.2 |
| Other countries | 43,000,000 | 17.4 | 52,300,000 | 32.8 |
| Total | 244,000,000 | 100.0 | 160,700,000 | 100.0 |

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### POSSIBILITIES FOR INCREASED TRADE.

It is thus seen that the popularity of American goods has increased to such an extent that in 1905 all other countries were distanced, with the sole exception of the United Kingdom. In the sale of Japanese commodities in 1905 China alone offered a better field than the United States. This showing is, however, unusual, for the annual average places the United States well in advance of all other nations as a buyer from Japan. In considering the possibilities of the future market in Japan for American commodities, it is at once evident that the general tendency will be to purchase increasing quantities of raw and partly manufactured materials for use in the manufactures, which are rapidly expanding into new fields. There are also many wholly manufactured commodities which, because of this very industrial development, will be in demand beyond the capacity of the native plants to supply.

### LEADING ARTICLES IMPORTED.

Practically every useful article and luxury known to the United States is on sale and used to some extent in Japan. As the buying power of the people is increasing, the demand will increase, and despite the wonderful progress of Japanese manufactures, the home industries will be unable for years to supply the market.

In steam engines and boilers, spinning and weaving machinery, turning lathes, electric motors, and locomotives the market in 1905 had grown to a value of over $1,000,000 each. Principal of these were turning lathes, at $1,675,000. Other imports having a sale of over $1,000,000 are the following:

| | | | |
|---|---|---|---|
| Flour | $4,975,000 | Kerosene oil: | |
| Indigo, dry, artificial | 1,160,000 | In cans | $4,359,000 |
| Soja beans | 4,960,000 | In bulk | 1,670,000 |
| Rice | 23,990,000 | Brown sugar | 6,520,000 |
| Wheat | 2,000,000 | Blankets | 2,354,000 |
| Hides | 1,000,000 | Leaf tobacco | 1,093,000 |
| Sole leather | 4,185,000 | Coal | 2,732,000 |
| Zinc blocks, ingots, and slabs | 1,090,000 | Ammonium sulphate | 1,764,000 |

### COTTON AND COTTON GOODS.

The largest single item of import by Japan is that of ginned raw cotton. In 1885 there was but $175,000 worth of raw cotton imported, cotton being one of the most insignificant of the articles purchased abroad. In the short space of two decades, however, this article has outstripped all others, and in 1905 the imports were valued at $54,630,000. This vast growth in imports is due to the manufacture

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of yarns and cloth, in which Japan is competing successfully in supplying other markets. In addition to the ginned cotton $680,000 worth of seed cotton was imported in 1905. The cotton most in use is the inferior grades from China and India, costing less than American cotton. Although Asiatic cotton is cheaper, of shorter staple, and harsher in feeling, it is invariably packed in a far better and more careful manner than the American cotton. The sacking which covers the bales from Asia is of close weave and amply protects the contents of the bale.

There is great complaint about the method pursued by American cotton packers on account of the lack of uniformity in the size of the bale, illegible marking, and loose mesh of covering, which permits the contents to come into contact with the dirt, mud, dampness, rust, and all other deteriorating influences encountered in the long rail and sea voyages they undergo.

The rapid advances being made by Japanese mills in the production of high-class cotton stuffs will lead to a greater demand for American cotton, and our exporters should do all in their power to stimulate the market. Principal among these are the adoption of some method of legible marking, whereby the destination of the bale may readily be determined, the grades of cotton and the consignee ascertained. All of these elements are the sources of great loss annually to both steamship companies, importers, and consignees—to the former in losses from damages due to incorrect or nondelivery, and to the latter through unnecessary delays and loss of supplies. Such inconveniences deter mill owners from purchasing American cotton and cause them to turn to other sources, principally India and China. The bales from the last two named places are models of perfection in covering, uniformity of size, and freedom from damage.

### MARKET FOR YARNS AND PIECE GOODS.

As a market for cotton goods Japan does not offer bright prospects. Especially is this true of cotton yarns, imports of which have declined from $5,680,000 in 1896 to $850,000 in 1905. In reality the low level is hardly shown by the last amount, as the purchase of yarns was increased along with other purchases made necessary by war influences. The average maintained during the three years preceding 1905 was but little over $460,000. With over a million and a quarter spindles in operation and the installation of a large number of new spindles for which arrangements are being made, the productive power will be ample to meet the domestic requirements, as well as to supply the increasing demand for yarns in Korea, Manchuria, and other parts of China.

In piece goods the best showing is made in prints, where an increase of 6 per cent is found during the five years ended in 1905



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over the like period immediately previous to that. In this connection, as indicating the future of prints, it can be stated that the Japanese patrons of Manchester mills are in many instances now refusing to buy prints unless they can at the same time have the roller included with the cloth. With these rollers they are now experimenting extensively in printing the cotton goods for their own market.

The market for gray shirtings, is the largest, averaging $2,000,000. The sales of drills and duck, in which American mills are leaders, while smaller, have shown a pronounced increase. This is in all probability due to the demand for these cloths for army purposes, as the purchases in 1904–5 jumped up tenfold over any previous year, and there can be little expectation of the market maintaining such a level. In fact the purchase of these stuffs had almost entirely ceased by the end of August, 1905. With the exception of umbrella cloths, Italians, satins, and a small number of others, there is no market for dyed cottons in Japan, while gray or unbleached stuffs are produced in such abundance that there is no promise for a large sale of these classes ever being found in this market.

### WOOL AND WOOLEN GOODS.

Wool and woolen yarn and worsteds are in large demand. The principal sources of supply are Australia, Germany, England, China, Belgium, and British India, which, with the other countries, sell near $3,000,000 annually in this market. The portion imported from the United States in 1904 amounted to less than $600 of the above and $300 of all other woolens. The manufacture of woolens does not present a much different prospect than that of cottons, exhibiting the same war gains over previous normal conditions. The woolen importations in 1905 equaled over $17,600,000, of which wool and yarns exceeded $6,750,000, or 38 per cent. The chief manufactured woolens are woolen and worsted cloths, $5,440,000; woolen and worsted cloths with cotton mixtures, $2,274,000, and white mousseline de laine, $1,530,000.

### SHOES AND HABERDASHERY.

Foreign clothing of different kinds is annually imported in amounts valued at from $600,000 to $800,000. The principal items are felt hats, boots and shoes, braces and suspenders, cotton underwear, woolen and cotton mixed underwear, gloves, hosiery, buckles, hooks and eyes, and buttons. In boots and shoes the American makes are preeminent, and probably nine-tenths of the importations are from the United States. This represents but a small portion of the shoes of foreign style that are in actual use among the natives. The return of the army from Manchuria will bring back in the neighborhood of a million men who have become accustomed to the use of foreign shoes.

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many of whom never wore shoes before their enlistment. The desire to continue their use will result in increased production of shoes among the Japanese. Realizing the necessity of meeting this demand, some Japanese shoe and leather goods houses have installed shoe-sewing machines and many more will be installed as the value of this method of shoemaking over the slow hand process becomes established. American shoe-sewing machine manufacturers would do well to establish representatives in this field at an early date in order to supply the demand for these machines which is now springing up. With a new and higher tariff imposed upon the imports of shoes, which will in all likelihood be inaugurated for the stimulation of the shoemaking industry, the field now controlled by American-made shoes will dwindle into insignificance.

English makes of hats, gloves, hosiery, and all articles of clothing predominate. They are worn to a greater extent by Japanese than ever before and by foreigners as well. The only other exception in which American wearing apparel exceeds all others is cotton underwear.

### BEVERAGES.

The principal beverages imported by Japan are wines, whisky, and champagne. Beer is no longer imported in large quantities, but in its stead both hops and malt are purchased abroad in large quantities for use in making beer in the native breweries. Most of the market of $200,000 of malt and $100,000 of hops is supplied by Germans, although a small portion, about $8,000, comes from America. By giving this market some study and attention the hop growers of the Pacific coast should be able to supplant all other countries in the sale of their crop in this market.

Champagne and wines from the United States ought also to find a large sale in view of the proximity of the market to Japan.

### AUTOMOBILES AND BICYCLES.

There is no great field in Japan for automobiles, as the country roads are generally narrow and unsuited to their breadth of tread. Attempts have been made to establish regular automobile services to various points adjacent to some of the largest cities, with but indifferent success, and have for the present been abandoned. Cheap runabouts ranging in prices from $400 to $600, would undoubtedly find sale in such cities as Yokohama, Tokyo, and Kobe, if placed in the hands of reputable Japanese merchants. Higher-priced machines are thought by native importers to be unsalable, because of the limited use to which they could be put either commercially or for touring purposes.

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The future is very bright for bicycles, but the English make is coming more and more to the front, although those most in use by business men and for general purposes are still of American manufacture, and constitute the bulk of the average priced bicycles. Many of the higher classes of Japanese are showing a preference for the English made bicycle, which brings from $60 to $80. The type of popular English brake is one which clamps the inner side of the felloe of the front wheel on both sides of the rim, being connected by a stiff nickle-plated wire running upward through the inside of the head post and handle bar and coming out at the end of the handle, forming a grip with the handle-bar grip. Accessories and parts of bicycles are received from abroad in great amounts, and are used in the manufacture of bicycles which sell at lower prices than imported makes. Even though these are offered at lower prices they are not so popular as the foreign-made article. A company has been organized for the manufacture of the bicycle and all its parts, and while the operation of this factory has not been successful financially as yet, still with the immense market its success is assured. Large bicycle importers are of the opinion that there is to be a greater sale for bicycles in the future than heretofore, as there are yet many parts of the Empire which have scarcely been reached and the sale in the cities and larger towns is increasing each year. A good bicycle that can be imported into Japan for $20 to $22.50 gold will be able to compete with the English makes, which are to be had at those prices.

Some American manufacturers are turning out bicycles in orders of 2,500 or more, and finishing them with the name of Japanese firms enameled on the frames. This is a practice that meets with the favor of Japanese dealers, and is to be highly commended. It may be said that English manufacturers are doing the same thing, showing that they are alive to the necessity of catering to the wishes of their patrons.

### MUSICAL INSTRUMENTS.

The Japanese are using greater numbers of foreign musical instruments than heretofore. Pianos, violins, organs, cornets, horns, flutes, and other reed instruments are in evidence among the upper classes, although the native instruments, such as the coto, or Japanese harp, and string instruments similar in construction to the banjo, have their quota of patrons. Heretofore at wedding ceremonies, if the parents of the bride were unable to give her a present in addition to the trousseau usual on such occasions, they gave some native musical instrument, but nowadays the wealthier present the daughter with a foreign-style piano. Many of the Japanese young ladies are good piano players, and the instrument is quite popular.

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There are two factories in Tokyo in which organs and pianos are constructed. The wires and action of the pianos are imported, while the cases are built mostly of native woods. These instruments sell for $150, and are cheap looking, compared with the finely built American product. The woodwork has apparently a simple dressing down with fine sandpaper and then varnished, without any attempt at the "piano" finish of foreign-made instruments. Recently an American piano was imported and sold to the Imperial household for $275. If American pianos can be laid down in Yokohama at prices which would admit of their retailing at $175 to $225, a good market can be found for them. German manufacturers are selling a cheap piano in Japan, though not the equal in finish or tone of the piano above referred to. These German pianos are said to be sold in large numbers in India, the Straits Settlements, and Chinese ports.

American piano players are quite popular with Japanese, and if some of the popular Japanese tunes were adapted to these players their popularity would increase.

### TOILET BRUSHES.

In Osaka the highest development of the manufactures of Japan may be found. In the output of its factories many articles are found which come into successful competition with similar articles which, previous to the founding of the industrial system now in operation in Japan, were supplied by English, German, French, Austrian, and American factories.

One of the large items of export to the United States from Japan is that of brushes for toilet purposes. This industry is extensively carried on in Osaka. The factories have their employees located throughout the district surrounding the city. The brushes are made in the homes of the operatives, who work at a wage from 5 cents to 17 cents a day, producing brushes at a cost ranging from about 1 cent to as high as 35 cents each. Within this range of prices are produced cheap wooden-backed toilet brushes and high-grade ebony-back hair and clothes brushes. Toothbrush backs are made of bone imported from America and Australia.

### DRUGS AND CHEMICALS.

Chemicals, drugs, medicines, paints, oils, and dyes enter largely into the industrial system of Japan. All together they comprise a market value of $9,146,900, divided as follows: Dyestuffs, $3,178,000; drugs and chemicals, $5,454,000; and paints and varnishes, $587,000.

The sale of artificial indigo is controlled by Germany, and the bulk

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of aniline dyes also comes from that country. The natural indigo comes principally from British and Dutch India.

In the great production of matches, which engages over 20,000 operatives, large quantities of chlorate of potash, paraffin wax, stick and amorphous phosphorus, zinc sheets, and the various kinds of paper used in packing are imported. The first three named constitute a total of $1,200,000, and their imports are annually increasing. England, Germany, and France, in the order named, supply the phosphorus and potash, while the paraffin is supplied by the United States.

The heavy chemicals constituting the most important in this market, in addition to the above named, are caustic soda, soda ash, bismuth subnitrate, bicarbonate of soda, bromide of potash, bichromate of potash, borax, glycerin, acetic acid, and carbolic acid; while rosin, shellac, varnish, linseed oil, paint in oil, and submarine paint, and dry indigo, both artificial and natural, aniline dyes, and logwood extract constitute the remaining important articles of this class.

Caustic soda is used in the 60 to 62 per cent grades and the 76 and 77 per cent grades, preference being given to the latter. The selling price c. i. f. Tokyo, for the 60 to 62 per cent grade is $3.50 per picul (133⅓ pounds) and for the 76 to 77 per cent grade $4 per picul. Caustic soda is shipped in strong iron drums, each holding 4 piculs of 133⅓ pounds. It is used extensively in paper manufacturing, soap making, and for bleaching purposes, and in 1905 $568,600 worth was imported. Soda ash of 58 per cent is sold c. i. f. Tokyo at the rate of $2.10 per picul, although shipped in double bags of 2 hundredweights, and is used in large quantities in glass and paper manufacture and in making crystal soda. The importation in 1905 equaled $283,200. Bicarbonate of soda is laid down at Tokyo at $2.15 per bag of 112 pounds, including all charges. It is shipped in white calico bags holding that amount. The amount consumed in 1905 exceeded $145,000.

The alkalies sold to Japan come almost entirely from a firm in England, which has a monopoly of the Eastern market. Efforts have been made by American alkali producers to sell their products in the Orient, but invariably their prices have been met by a reduction below a profitable margin until they were obliged to withdraw. Several Japanese concerns expressed themselves as anxious to establish direct connections with American manufacturers of alkalies for the purpose of handling their products, not only in Japan, but in the Chinese market as well. The market in Japan for the chemicals mentioned amounts to over $2,630,000, while the total imports of chemicals and drugs in 1905 was $5,454,000, a growth from $3,356,000 in 1903.

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### INKS AND PAINTS.

Printing inks of all kinds are manufactured by the Japanese. While a high-grade lithographing, news or job ink is not yet produced, the quality is sufficiently satisfactory for many printing houses. The United States exports the highest grades of inks, both printing and lithographing, and sells more printing inks than all other countries combined. In the sale of this commodity, as in many others of the articles bought by Japanese, the influence of foreign education is felt. Those who have received their business training in Germany prefer German articles, and those who have lived in England have a preference for English products. American inks have been in the Japanese market for a longer period than those from other countries and have obtained a strong hold upon the users of this article, but of late the Germans have been bidding strongly for favor and have made considerable headway. Their prices are considerably less than either English or American makes, but as the Japanese have been long accustomed to the use of American-made inks it will undoubtedly be difficult to dislodge them.

English paint controls this market, there being three leading brands. This supremacy is due to the practice of sending by these houses of their representatives, who keep their principals posted as to any new phases or conditions of the market as well as informing their patrons of what prices, and all other information.

### WATCHES, CLOCKS, AND SPECTACLES.

American watch movements and cases are the most popular with the Japanese. The standard American makes have had a steady sale, especially to the soldiers going to Manchuria, who bought all classes, from the cheap nickel case to the finest gold chronometer. A good market can be found for watches that can be sold at a profit at $2.25 to $2.50 gold. Such a watch is made in America. It should be a good timekeeper in order to compete with the cheap Swiss watches which are to be found at these prices. Watches should be packed so that the movements and cases are separate. The duty on silver and gold-filled watches is 25 per cent and 30 per cent for gold watches. Movements are taxed at but 15 per cent, while cases are taxed the same as watches. By shipping movements and cases separately a less duty is chargeable.

Fancy gilt clocks are very popular and are furnished in considerable numbers by German, Austrian, British, and Swiss manufacturers. These and nickel-cased clocks are made in America and could be profitably sold in this market if attention were given to the demand.

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Cheap gold-filled watch chains are imported in large quantities, although the Japanese gold and silver smiths are also producing these articles in foreign and oriental patterns. These and kindred lines are most readily introduced through the medium of agencies established and carrying samples, although quite satisfactory results are obtainable by means of catalogues and corresponding with reliable Japanese wholesale firms carrying these goods.

Gold and gold-filled spectacle frames are imported in large quantities and the use of spectacles is greatly on the increase. Much of the importation of spectacle frames is from Germany, although the United States has a large share. The better qualities of frames are obtained in America, the carats from 10 to 14 being most in favor. The light-weight round wire frames used in America are not sold to so great an extent as the heavy flat bands of which the rims and bows are both made. Silver and aluminum frames made on the same pattern are also much in evidence.

### PHOTOGRAPHERS' SUPPLIES.

Photographers' supplies are used in great quantities by Japanese. Most of the plates come from England, the price of the English being about 30 per cent lower than American plates. Photo papers are bought in large amounts from Germany, as they are also about 25 to 30 per cent lower in price than the American papers. In spite of this disadvantage at which American photo plates and papers are placed there is nevertheless a considerable demand for American-made plates and papers. The former have a higher standing among professional and high-class amateur photographers on account of the better quality of glass used in their making. American manufacturers of photographic plates could supplant English suppliers of photographic plates if they could manufacture especially for this market plates with a cheaper quality of glass that would admit of their selling at a price sufficiently low to undersell both the English and German articles.

American-made films are in higher favor than any others offered, and printing papers compete favorably with those from other countries, especially those which admit of printing by artificial light. In solio papers English makers have the sale by reason of lower prices. Japan will undoubtedly always be a profitable field for manufactures of photographic supplies, as on account of the excessive moisture it has been found impossible to manufacture these articles successfully, and it is customary to place orders in small quantities monthly, as they do not retain their sensitive properties for a great length of time.

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### BOOKS AND PAPER.

There is an increasing importation of books, stationery, and different kinds of paper and cardboard, and wood pulp for the manufacture of paper. During the past three years there has been an average importation of $3,200,000, although 1905 witnessed the heaviest buying, showing a total of over $4,480,000. In only one of the articles of stationery does the American article supplant others, and that is in cardboard. German and English manufacturers are in the lead in all stationery and paper supplies. To increase the acquaintance of the Japanese with different styles of papers samples are sent out at regular intervals, and orders for small quantities are promptly attended to.

### LEATHER.

American sole leather is preferred by harness makers, saddlers, and makers of leather trunks, bags, satchels, and similar articles, as well as by shoemakers. Efforts are being made by Australians to supplant the American product, but up to the present there has been but slight success, although increased sales are reported. America is practically the only source of supply for sole leather, and in other cow leathers leads all other countries. These two kinds are the most important items in the leather goods trade, and although efforts have been made by other countries to supplant our product they have been futile up to the present time. Other important leathers are sheep, goat, and Indian blood leather. Woven and leather belting and leather and oilcloths are much in demand, and in these England and Germany far surpass American makes. The hides and skins come mainly from China and Korea, while the former country suplies the demand for furs.

### MISCELLANEOUS ARTICLES.

Japan still offers a good market for many novelties and sundry articles of everyday usefulness such as underwear, stockings, stiff and soft hats; articles of jewelry such as collar buttons, lockets, and bracelets; gloves of all kinds, perfumery, steamer rugs, bookbinder's materials, davy and straw boards, imitation leathers for case making and bookbinding, grocery supplies, butter, cheese, butterine and oleomargarine, canned fruits, meats, salmon, and oysters; dried and preserved fruits, and hardware novelties.

The greatest part in the importation of the above-named articles is done by Japanese importers. The systematic efforts made by German and English manufacturers is evidenced everywhere by the great quantities of samples being constantly forwarded, in most instances free of charge.



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Many garden and flower seeds are imported from America for trial on the Government experiment grounds and these in turn are grown on the farms of individuals wherever it can be demonstrated that they are suited to the soil and to the wants of the people.

Electric supplies of all kinds are made or assembled by Japanese. The porcelain parts are made in the city of Kyoto by contract in quantities of 10,000 or more, and in such lots cost from one-half cent each to as cheap as 20 to 40 for 1 cent, depending upon the size and finish of the base. Switches of all sizes, with porcelain or marble backs of Japanese make, are sold at prices varying from 12½ cents to $2.50 each, according to the size. Incandescent and arc lights are also made in Japanese factories. In most cases the heads, platinum points, and filaments for incandescent lights are imported in large quantities from America and fitted to the incandescent bulbs, which are blown by Japanese operatives.

Cement made in American kilns, lately installed at the Tokyo factory of the Asano Cement Company, costs 90 cents per barrel and sells at $1.15 per barrel, while cement at other works costs $1.35 per barrel to manufacture.

Considerable business is being done in the importation of walnut wood for making various articles of household furniture, such as chairs, tables, desks, cabinets, etc., and gunstocks, of which latter many are being made in Japan by the Government.

## PACKING.

Packing in general should be given more attention by American exporters, as goods in foreign trade are subject to strain and breakage in a degree that often wipes out the profit. Heavy consignments, such as machinery and articles easily broken, should be packed with especial care.

A comparison between the thickness of wood in American and English cases containing machinery showed the former to be made of stuff slightly less than seven-eighths inch, while the latter was 1⅛ inches. The gross weight of the former was 2,600 pounds while that of the English case was 2,400 pounds. The latter case was supported on all sides, having the short lengths with two heavy battens 5½ inches wide and 1⅛ inches thick running the entire length of the case, with heavy bolts securing the contents to the case in addition to the usual wooden supports within.

### COTTON BALING AND MARKING.

Particular attention should be given to the improvement of the baling of raw cotton. American cotton is readily distinguishable from that of other countries by the unwieldy size of the bale, coarse

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covering, and poor marking. The bales are much heavier than those of Chinese or Indian cotton, and consequently are subjected to more careless handling. The covering of coarse-mesh gunny inadequately protects the contents from water, grease, rust from iron bands, and other damage from dirt and mud.

The principal ports to which cotton is shipped are Yokohama and Kobe. At both of these ports great confusion results from markings, which are so indistinct that it is impossible to determine the destination of many bales. This could be obviated if a uniform color marking were adopted for each port, a red mark for Yokohama and blue or black for Kobe. A broad band of from 4 to 8 inches in width running either around or lengthwise of the bale would serve as a guide for the stevedores or coolies of the landing companies and insure prompt delivery of the cotton at the proper destination. This question should be given the serious attention of American cotton shippers, and united action should be taken with the object of effecting a uniform method of marking.

Frequently, because of illegible markings, it is impossible in the short time Pacific liners generally remain at each port to determine whether the delivery of bales has been proper, save in the number destined to that port, and not infrequently portions of cargoes overcarry and have to be carried back to their proper destination by the first returning ships. Great confusion and embarrassment result from these miscarriages of cargo and delays in making delivery of goods, refusals on the part of the customs officials to pass shipments that do not show up the number of items called for in the bill of lading, or delays in effecting a passing of these partially complete shipments.

## INFLUENCE OF WESTERN CIVILIZATION.

Everywhere in Japan one sees the evidences of foreign influences and feels the impulse of Caucasian ideas. The influences and ideas are no longer foreign, however, for the Japanese have adapted them to oriental needs and made them truly their own. With a talent for imitating the good and eliminating the bad, they have taken the useful things of Western civilization to themselves without abandoning any of their own excellent ideas or their native characteristics. It is only thirty-eight years since "the Restoration," when the present dynasty was restored from titular to actual sovereignty. Previous to that a desultory international trade had been established, but from the revolution really dates the beginning of foreign influences. In less than the average lifetime this people, more numerous than the German nation, has laid aside such garments of its own civilization as are worn out and added to its wardrobe many garbs of Western make. Viewed from any point it is the most wonderful evolution

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in history. Like all other nations, its progress has been marked by the growth of its trade. From a buying nation it has become a trading nation, both taking from and adding to the great world market.

The Japanese did not wait at home for Caucasian ideas to seek them, but went abroad to study. Colleges and technical schools in Europe and America have given and still give their best to Japanese students, and these foreign-educated men become the teachers of their people. Keen merchants, statesmen, and capitalists have not felt it time wasted to travel abroad for the purpose of studying Western methods. They have become the commercial and political teachers of the nation. They no longer resent foreign ideas or commodities as an intrusion, but take them eagerly and weigh them with a clearness of judgment that reveals both strength and weakness. The school system of the Empire, consisting of 27,025 primary schools, 376 secondary schools, 1,474 special schools, and 460 institutions of higher or technical learning, is similar to the American system, the methods of trade are modern, and the interest of the Government in promoting the industrial growth of the people is comparable with that of Germany, France, or the United States.

### GOVERNMENT ENCOURAGES NEW IDEAS.

Throughout the history of Japan the Government has fostered industry, and its policy in behalf of international trade is only an expansion of that which it has maintained toward home industries for centuries. When the renaissance of "the Restoration" began it was the Government that inaugurated the practice of sending men abroad to study Caucasian civilization, and on their return required them to travel throughout the Empire, giving practical instruction to the people. The guild system, which aims to maintain a certain standard in manufactures and regulates the commercial intercourse between natives and foreigners, was authorized and is encouraged by the Government. Finally, projects that were too extensive to be entered upon by private capital, and those that were essentially public in their nature, were undertaken by the Government, while unstinted encouragement was and is given to private enterprise.

The Government still maintains several factories engaged in the manufacture of various commodities. Chief among these are military and naval arsenals, shipbuilding yards, powder factories, steel foundries, woolen-cloth factory, paper factory, printing offices, railway material factories, factories for the manufacture of light-house and telegraph materials, and a canning factory. These factories and plants are located in the cities of Tokyo, Yokohama, Kobe, Kure, Sasebo, Wakamatsu, and other suitable places, and employ upward of 60,000 persons, male and female.

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### THE PRODUCTIVE PROFESSIONS.

Among the many evidences of advancement to be seen on every hand there stands out prominently engineering. In both mechanical and electrical engineering the Japanese are making rapid strides toward the attainment of the standard of excellence now to be found in Western countries. For a score of years Japanese students have been found throughout the various countries of the world in the universities and technical schools. Not only have they been studying the theory of the professions, but they have also served in many of the larger workshops throughout America, England, Germany, France, and other countries, becoming proficient in the construction and handling of machinery. Upon returning to their homes they have been engaged by the capitalists and captains of Japanese industry, and to-day stand in the first ranks of Japanese progress.

### DRESS REFORM.

The attitude of a people toward its women is one of the last of the native attributes to undergo a change. Yet this change is taking place in Japan, where Caucasian education has been extended to the women, and many of them have adopted the European style of dress. In general, however, the change in dress is not so radical, but rather more sensible. The leaders in social study have gone about dress reform with their usual methodical seriousness. The native dress for women is unhealthful in that it retards movement, unduly constrains the waist, and precludes walking. Applying the latest ideas of health, the reformers have evolved a dress that will be both healthful and picturesque. As a result of the study given these conditions, girls are required to take gymnastic exercises as one of the branches of their school and college work.

The president of the Government university for ladies at Tokyo has concluded to require the students at that university to adopt a particular dress of foreign style. In this university there are enrolled for the present year upward of 1,300 young ladies coming from the best families of Japan. That this agitation is not confined to this one educational institution is evidenced by the interest with which the subject is treated throughout the university life of the nation.

The influence of these changes will be felt not only throughout the Empire, but also in their effect upon many of the imports of textile fabrics to the extent of altering the entire character of the market demands with regard to lengths, breadths, textures, and styles of fabrics.

### OPPORTUNITIES FOR AMERICAN CAPITAL.

One thing worthy of the consideration and investigation of American capitalists is the remunerative field which Japan offers to West-

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ern money. Industrial enterprises backed and run by foreigners and Japanese yield large returns to investors.

A case in point is a company that manufactures electric-light bulbs in Tokyo. Some enterprising Americans have combined with Japanese capital to supply the market. The glass parts holding the platinum filaments are shipped from the United States, but the bulbs are blown and the lamps completed by the cheap Japanese labor. The product of these works is not only sold in Japan, but is exported in large quantities to China and other Asiatic countries. So successful have been the operations of this company that the former strong hold of German-made electric bulbs has been seriously crippled, and it is expected that in time they will be entirely driven out of the eastern field.

Two companies are being organized in Tokyo for the purpose of furnishing electric power to the various industrial plants of that city. It is intended to locate the power house at a point on the Katsuragawa River about 50 miles from Tokyo in Kofu Province and transmit the current by cable to a station in Tokyo. The capital stock of these companies is $4,000,000 and $5,000,000, respectively.

It is no unusual thing for industrial concerns to pay from 10 to 20 per cent on capital invested in addition to accumulating large reserve funds and establishing savings and other institutions for the benefit of the employees. In many instances 30 and even 40 per cent dividends have been declared upon manufacturing establishments.

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# TRADE CONDITIONS IN KOREA.

## AREA AND RESOURCES.

Korea is a peninsula embraced by the Japan and Yellow seas. It has an area of 82,000 square miles and a population of 10,000,000, among whom are upward of 55,000 Japanese and many Chinese and Caucasians. The country is traversed from north to south by a low mountain range rich in minerals. Its valleys are broad and fertile and the lowlands are well suited for agriculture. In the north are many forests whose value can scarcely be overestimated. Although it is essentially an agricultural country, there are rich mineral, forest, and fishing resources which have been but partially developed. The principal agricultural products are rice, beans, millet, cotton, and wheat. The latter two crops have not heretofore been extensively grown, but the soil and climatic conditions would appear to warrant their broader cultivation.

Prior to 1904 little had been done toward the development of the resources of Korea either by native or foreign enterprise. The largest mining concession is that of a gold mine held and developed by an American company. The conditions under which the country existed prior to the Japanese ascendancy tended to paralyze agriculture and other industries.

The fisheries are almost entirely in the hands of Japanese fishermen, who annually take large quantities of sea food from the coast waters.

While the past commercial history does not evidence any peculiar native talent for development, a great era of prosperity is assured under the Japanese administration.

The inauguration of systematic taxation whereby a uniform, equitable, and unoppressive levy shall be made will be one of the sources of greatest encouragement to individual enterprise and effort.

## INFLUENCE OF JAPAN.

A great deal of money has been placed in circulation among the natives through their employment upon public improvements. Harbor and dock construction is being pushed in most of the coast cities. In Chemulpo during the past two years a vast scheme of improvement has been in progress, involving the expenditure of millions of dollars. The extension of the railway from the mainland by bridge to an island some distance out in the harbor, and building customs landings and docks on the outer portion of this island, will admit of discharg-



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ing cargo at the wharves and effect a great saving in cost and time. The reclamation of an immense area of land in the harbor which at low tide rises many feet above water is also contemplated. This will add a strip of land 2 miles in length, with a width varying from one-fourth to one-half mile, and extending from the present landing place on the mainland out into the harbor. In Chinnampo a similar work of reclamation has added an area of a half mile square to that port and brought the landing place within the reach of the largest ships. Large numbers of Koreans have been given steady employment on these and other works and a great betterment of the ports has resulted. In the other ports substantial improvements have been inaugurated or completed.

## THE MONETARY SYSTEM.

The monetary system has been made practically identical with that of Japan. Since the imperial edict of 1901 the currency has been upon a nominal gold basis. Copper or brass "cash" and nickel coins have been in common circulation in the smaller commercial transactions, while a form of promissory note has figured greatly in the larger commercial activities. Bank notes issued by the branch in Seoul of the Japanese First National Bank, the Government central treasury for Korea, are now recognized as legal tender in all transactions. While Japanese coins and notes pass as current in Korea, the notes issued by the Government treasury for Korea are not accepted in Japan as legal tender, although they are exchangeable at their face value for Japanese money in the various Korean ports. The Korean promissory note, with which much local business was formerly transacted, consisted of a strip of paper from 5 to 8 inches in length and from 1 to 2 inches in width, upon the face of which were written the date of payment, the amount involved, the names, and, in some instances, the surnames only of the payer and payee, together with their seals. This paper was then torn lengthwise into two pieces, one-half going to each party to the transaction. The maker of the note was obliged to pay the amount of the obligation to any person presenting the portion of the note retained by the payee. These fragments of paper passed from hand to hand in much the same manner as legal money, requiring no indorsement, and were issued frequently in amounts as large as $10,000 Korean value. Their field of circulation, though naturally limited to the area of the known responsibility of their makers, still, despite their manifestly irregular and imperfect form, attained a remarkable breadth of circulation. The ease with which they could be issued and the facility with which such notes could be passed from hand to hand, subject at most to a very slight discount, led to the abuse of such a system.

At present promissory notes are issued only by members of note associations organized under Government supervision and in the

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form usual in American business, the payee being named in the body of the instrument. Their circulation is also conditioned upon their proper indorsement, recourse being had to the indorsers.

Until its natural resources are more fully developed, financial confidence established, and a higher standard of living, with the consequent increased demand, is insured, Korea will not be a desirable market for direct trade.

### AGRICULTURAL DEVELOPMENT.

The agricultural possibilities of Korea are being studied on an elaborate plan by expert officials from the Government agricultural institutions of Japan. Model farms have been established for growing wheat, rice, and other grains, cotton, tea, mulberry bushes, sugar, beets, etc., and for experiments in dairy farming and stock raising. The mineral resources, forestry, and fisheries of Korea are being given like consideration. Reforestation of the portions of the country denuded by the poverty of the people is in progress.

### RAILWAY CONSTRUCTION.

For the full development of the internal resources necessity for increased railway facilities is felt. Plans are being perfected to connect the principal seaports of both the east and west coast by rail with the Fusan-Wiju line. This is the only trunk line of Korea, and, as its name suggests, connects the southernmost port of Korea with the city of Viju in the north. The completion of the various seaport connections with the main line will call for great quantities of railway material, and American manufacturers will doubtless participate in supplying them. Extension of the road beyond Wiju to the Japanese line in Manchuria is an event spoken of for the near future.

The building of the railways will assist greatly in the development of the agricultural, mining, fishery, and timber industries of Korea. This in turn will necessitate the importing of machinery for mining and lumber industries and a limited amount of agricultural implements. Such supplies will in all probability be obtained through Japanese importers, although purchased in other countries.

### REVOLUTION IN BUSINESS METHODS.

A great change has been effected in the amount and variety of the business done in Korea. Formerly stagnation, inactivity, and native indifference were the ruling characteristics of business, but the advent of Japanese merchants in large numbers and Japanese capital have worked a revolution. Commodities and necessities which formerly were not obtainable are now to be seen in profusion in the shops of the Chinese and Japanese merchants. Much of the merchandise is of Japanese origin, although there is a fair representation of goods from other countries.



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### COMMERCIAL FACILITIES.

A submarine cable touching at Fusan and steamers leaving Moji daily for Korean ports afford excellent means for communication between Japan and Korea. It is now possible to leave Tokyo at 6 o'clock in the evening and the next evening at the same hour connect with the Sanyo Railway ferry for Fusan, Korea. The boat arrives at Fusan the following morning in time for passengers to board the north-bound American-built train which reaches Seoul, the capital of Korea, in the evening, the whole trip taking a little over forty-eight hours. The port of Fusan is within 200 miles of Japan, and its business is almost wholly in the hands of the Japanese, who numbered in 1903 half of the population of 12,000. In 1905 the Japanese at Fusan had increased to 15,360. A similar increase is noticeable throughout the entire Korean peninsula. The estimated number of Japanese residents within the Hermit Empire in 1903 was within 10,000, while in 1905 published figures placed the total at 55,075.

### FOREIGN TRADE.

The imports have increased from $4,150,000 in 1895 to $13,349,000 in 1904, and in the latter year they consisted principally of cotton and cotton manufactures, $4,175,300; foodstuffs and beverages, $993,700; iron and steel manufactures, $2,499,500; other metals and manufactures, $272,800; mining supplies, $245,800; kerosene oil, $419,000; silk goods, $507,600; tobacco and manufactures, $496,400; wood and timber, $328,500; vegetable fibers, textile grasses, and their manufactures, $371,600.

The exports to Korea from the United States are mainly gray sheetings, kerosene, mining machinery, candles, flour, and tobacco. In the fiscal year ended June 30, 1905, these aggregated $1,000,000. In view of the fact that the imports of Korea in the calendar year 1904 aggregated $13,349,000, and that $10,195,000 came from Japan, the position of the United States in the Korean trade is fairly satisfactory in comparison with European countries. The bulk of the cotton piece goods needed by the natives is obtained from Shanghai, and among them the products of American mills are more in evidence than those of any other country. Japanese merchants, however, are introducing the textiles of their own mills.

The exports of Korea in 1895 equaled $1,273,200 in value, and had grown to $3,453,000 in 1904. They consist mainly of beans, of which the Soja bean is chief, amounting to $1,253,000, or more than one-third of the exports; rice, $648,000; hides, $435,000; fish, as fertilizers, $167,000; raw cotton, $110,000, and ginseng, $488,000. All of these commodities go to Japan, with the exception of ginseng, which is sent to China.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 487.

# STATEHOOD BILL.

Mr. BEVERIDGE, from the committee of conference, presented the following

## CONFERENCE REPORT ON THE STATEHOOD BILL (TO ACCOMPANY H. R. 12707).

JUNE 12, 1906.—Ordered to be printed.

The committee of conference on the disagreeing votes of the two Houses on the amendments of the Senate to the bill (H. R. 12707) "To enable the people of Oklahoma and of the Indian Territory to form a constitution and State government and be admitted into the Union on an equal footing with the original States; and to enable the people of New Mexico and of Arizona to form a constitution and State government and be admitted into the Union on an equal footing with the original States," having met, after full and free conference have agreed to recommend, and do recommend to their respective Houses as follows:

That the Senate recede from its amendments numbered 1, 2, 3, 4, 5, 7, 13, 37, and 38.

That the House recede from its disagreement to the amendments of the Senate numbered 9, 10, 12, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 39, and agree to the same.

Amendment numbered 6:

That the House recede from its disagreement to the amendment of the Senate numbered 6, and agree to same with an amendment as follows:

Strike out all of said amendment and insert, *and the governor, the chief justice, and the secretary of the Territory of Oklahoma shall appoint an election commissioner who shall establish voting precincts in said Osage Indian Reservation, and shall appoint the judges for election in said Osage Indian Reservation*; and the Senate agree to the same.

Amendment numbered 8:

That the House recede from its disagreement to the amendment of the Senate numbered 8, and agree to the same with an amendment as follows:

Strike out "each of said districts" and insert *said Osage district;* and the Senate agree to the same.

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Amendment numbered 11:

That the House recede from its disagreement to the amendment of the Senate numbered 11, and agree to the same with an amendment as follows:

After "President" strike out "who;" and the Senate agree to the same.

Amendment numbered 16:

That the House recede from its disagreement to the amendment of the Senate numbered 16, and agree to the same with an amendment as follows:

In lieu of the matter stricken out by said amendment insert the following: *and shall not be changed therefrom previous to anno Domini nineteen hundred and thirteen, but said capital shall, after said year, be located by the electors of said State at an election to be provided for by the legislature: Provided, however, That the legislature of said State, except as shall be necessary for the convenient transaction of the public business of said State at said capital, shall not appropriate any public moneys of the State for the erection of buildings for capitol purposes during such period*; and the Senate agree to the same.

Amendment numbered 17:

That the House recede from its disagreement to the amendment of the Senate numbered 17, and agree to the same with an amendment as follows: Strike out "or in which the United States maintained laws prohibiting the traffic in intoxicating liquors;" and the Senate agree to the same.

Amendment numbered 27:

That the House recede from its disagreement to the amendment of the Senate numbered 27, and agree to the same with an amendment as follows: Strike out all of said amendment and insert:

*Where any part of the lands granted by this Act to the State of Oklahoma are valuable for minerals, which term shall also include gas and oil, such lands shall not be sold by the said State prior to January first, nineteen hundred and fifteen; but the same may be leased for periods not exceeding five years by the State officers duly authorized for that purpose, such leasing to be made by public competition after not less than thirty days' advertisement in the manner to be prescribed by law, and all such leasing shall be done under sealed bids and awarded to the highest responsible bidder. The leasing shall require and the advertisement shall specify in each case a fixed royalty to be paid by the successful bidder, in addition to any bonus offered for the lease, and all proceeds from leases shall be covered into the fund to which they shall properly belong, and no transfer or assignment of any lease shall be valid or confer any right in the assignee without the consent of the proper State authorities in writing: Provided, however, That agricultural lessees in possession of such lands shall be reimbursed by the mining lessees for all damage done to said agricultural lessees' interest therein by reason of such mining operations. The legislature of the State may prescribe additional legislation governing such leases not in conflict herewith.*

And the Senate agree to the same.

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Amendment numbered 40:

That the House recede from its disagreement to the amendment of the Senate numbered 40, and agree to same with an amendment as follows: In lieu of the matter stricken out by said amendment insert the ollowing:

*Sec. 23. That the inhabitants of all that part of the area of the United States now constituting the Territories of Arizona and New Mexico, as at present described, may become the State of Arizona, as hereinafter provided.*

*Sec. 24. That at the general election to be held on the 6th day of November, 1906, all the electors of said Territories, respectively, qualified to vote at such election, are hereby authorized to vote for and choose delegates to form a convention for said Territories. The aforesaid convention shall consist of one hundred and ten delegates, sixty-six of which delegates shall be elected to said convention by the people of the Territory of New Mexico and forty-four by the people of the Territory of Arizona; and the governors, chief justices, and secretaries of each of said Territories, respectively, shall apportion the delegates to be thus elected from their respective Territories, as nearly as may be, equitably among the several counties thereof in accordance with the voting population as shown by the vote cast for Delegate in Congress in the respective Territories in nineteen hundred and four.*

*That at the said general election and on the same ballots on which the names of candidates to the convention aforesaid are printed, there shall be submitted to said qualified electors of each of said Territories a question which shall be stated on the ballot in substance and form as follows:*

*"Shall Arizona and New Mexico be united to form one State?"*

☐ *Yes.* ☐ *No.*

*Electors desiring to vote in the affirmative shall place a cross mark in the square to the left of the word "Yes," and those desiring to vote in the negative shall place a cross mark in the square to the left of the word "No" in the form above prescribed. The governors and secretaries of the respective Territories shall certify and transmit, as soon as may be practicable, the results of said election each to the other and likewise to the Secretary of the Interior, and if it appears from the returns thus certified that a majority of the qualified electors in each of said Territories who voted on the question aforesaid at such election voted in favor of the union of New Mexico and Arizona as one State, then, and not otherwise, the inhabitants of that part of the area of the United States now constituting the Territories of Arizona and New Mexico as at present described may become the State of Arizona as hereinafter provided; but if in either of said Territories a majority of the qualified electors voting on the question aforesaid at such election shall appear by such certified returns to have voted against the union of said Territories then, and in that event, section 23 and all succeeding sections of this act shall thereafter be null and void and of no effect, excepting that the appropriation made in section 41 hereof shall be and remain available for defraying all and every kind and character of expense incurred on account of the election of delegates to the convention and the submission of the question aforesaid.*

*The governors of said Territories, respectively, shall, within thirty days after the approval of this act, by proclamation in which the aforesaid apportionment of delegates to the convention shall be fully specified*

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*and announced and the aforesaid question to be voted on by the electors shall be clearly stated, order that the delegates aforesaid in their respective Territories shall be voted for and the question aforesaid shall be submitted to the qualified electors in each of said Territories as herein required at the aforesaid general election. Such election for delegates shall be conducted, the returns made and the certificates of persons elected to such convention issued, as near as may be, in the same manner as is prescribed by the laws of said Territories, respectively, regulating elections therein of members of the legislature: Provided, That if it appears from the returns that a majority of the qualified electors in the Territory of Arizona who voted on the question at the election voted in favor of the union of New Mexico and Arizona as one State, then, and not otherwise, the secretary or other proper officer of said Territory of Arizona into whose hands the result of said election finally comes, shall immediately transmit and certify the result as to the election of delegates to the convention to the secretary of the Territory of New Mexico at Santa Fe, and if it appears from the returns from the election held in New Mexico that a majority of the qualified voters aforesaid voted in favor of joint statehood, then in that event the secretary of said Territory of New Mexico shall make up a temporary roll of the convention from the certified returns from both of said Territories, and he shall call the convention to order at the time herein required, and said convention when so called to order and organized shall be the sole judge of the election and qualifications of its own members. Persons possessing the qualifications entitling them to vote at the aforesaid general election shall be entitled to vote on the ratification or rejection of the constitution if submitted to the people of said Territories hereunder, and on the election of all officials whose election is taking place at the same time, under such rules or regulations as said convention may prescribe, not in conflict with this act.*

*Sec. 25. That if a majority in each of said Territories at the election aforesaid shall vote for joint statehood, and not otherwise, the delegates to the convention thus elected shall meet in the hall of the house of representatives of the Territory of New Mexico, in the city of Santa Fe therein, at twelve o'clock noon on Monday, December third, nineteen hundred and six, but they shall not receive compensation for more than sixty days of service, and after organization shall declare on behalf of the people of said proposed State that they adopt the Constitution of the United States, whereupon the said convention shall be, and is hereby, authorized to form a constitution and State government for said proposed State. The constitution shall be republican in form, and make no distinction in civil or political rights on account of race or color, except as to Indians not taxed, and shall not be repugnant to the Constitution of the United States and the principles of the Declaration of Independence. And said convention shall provide, by ordinance irrevocable without the consent of the United States and the people of said State—*

*First. That perfect toleration of religious sentiment shall be secured, and that no inhabitant of said State shall ever be molested in person or property on account of his or her mode of religious worship; and that polygamous or plural marriages and the sale, barter, or giving of intoxicating liquors to Indians are forever prohibited.*

*Second. That the people inhabiting said proposed State do agree and declare that they forever disclaim all right and title to the unappropriated and ungranted public lands lying within the boundaries thereof and*

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*to all lands lying within said limits owned or held by any Indian or Indian tribes, except as hereinafter provided, and that until the title thereto shall have been extinguished by the United States the same shall be and remain subject to the disposition of the United States, and such Indian lands shall remain under the absolute jurisdiction and control of the Congress of the United States; that the lands and other property belonging to citizens of the United States residing without the said State shall never be taxed at a higher rate than the lands and other property belonging to residents thereof; that no taxes shall be imposed by the State on lands or property therein belonging to or which may hereafter be purchased by the United States or reserved for its use; but nothing herein, or in the ordinance herein provided for, shall preclude the said State from taxing, as other lands and other property are taxed, any lands and other property owned or held by any Indian who has severed his tribal relations and has obtained from the United States or from any person a title thereto by patent or other grant, save and except such lands as have been or may be granted to any Indian or Indians under any Act of Congress containing a provision exempting the lands thus granted from taxation, but said ordinance shall provide that all such lands shall be exempt from taxation by said State so long and to such extent as such Act of Congress may prescribe.*

*Third. That the debts and liabilities of said Territory of Arizona and of said Territory of New Mexico shall be assumed and paid by said State, and that said State shall be subrogated to all the rights of indemnity and reimbursement which either of said Territories now has.*

*Fourth. That provision shall be made for the establishment and maintenance of a system of public schools, which shall be open to all the children of said State and free from sectarian control; and that said schools shall always be conducted in English: Provided, That nothing in this Act shall preclude the teaching of other languages in said public schools.*

*Fifth. That said State shall never enact any law restricting or abridging the right of suffrage on account of race, color, or previous condition of servitude, and that ability to read, write, and speak the English language sufficiently well to conduct the duties of the office without the aid of an interpreter shall be a necessary qualification for all State officers.*

*Sixth. That the capital of said State shall temporarily be at the city of Santa Fe, in the present Territory of New Mexico, and shall not be changed therefrom previous to anno Domini nineteen hundred and fifteen, but the permanent location of said capital may, after said year, be fixed by the electors of said State, voting at an election to be provided for by the legislature.*

*Sec. 26. That in case a constitution and State government shall be formed in compliance with the provisions of this Act, the convention forming the same shall provide by ordinance for submitting said constitution to the people of said proposed State for its ratification or rejection, at an election to be held at a time fixed in said ordinance, which shall be not less than sixty days nor more than ninety days from the adjournment of the convention, at which election the qualified voters of said proposed State shall vote directly for or against the proposed constitution and for or against any provisions thereof separately submitted. The returns of said election shall be made by the election officers direct to the secretary of the Territory of New Mexico at Santa Fe;*

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*who, with the governors and chief justices of said Territories, or any four of them, shall meet at said city of Santa Fe on the third Monday after said election and shall canvass the same; and if a majority of the legal votes cast on that question shall be for the constitution the said canvassing board shall certify the result to the President of the United States, together with the statement of the votes cast thereon, and upon separate articles or propositions, and a copy of said constitution, articles, propositions, and ordinances. And if the constitution and government of said proposed State are republican in form, and if the provisions in this Act have been complied with in the formation thereof, it shall be the duty of the President of the United States, within twenty days from the receipt of the certificate of the result of said election and the statement of the votes cast thereon and a copy of said constitution, articles, propositions, and ordinances from said board, to issue his proclamation announcing the result of said election, and thereupon the proposed State shall be deemed admitted by Congress into the Union, under and by virtue of this Act, under the name of Arizona, on an equal footing with the original States, from and after the date of said proclamation.*

*The original of said constitution, articles, propositions, and ordinances, and the election returns, and a copy of the statement of the votes cast at said election shall be forwarded and turned over by the secretary of the Territory of New Mexico to the State authorities.*

*Sec. 27. That until the next general census, or until otherwise provided by law, said State shall be entitled to two Representatives in the House of Representatives of the United States, which Representatives, together with the governor and other officers provided for in said constitution, and also all other State and county officers, shall be elected on the same day of the election for the adoption of the constitution; and until said State officers are elected and qualified under the provisions of the constitution, and the State is admitted into the Union, the Territorial officers of said Territories, respectively, including delegates to Congress, shall continue to discharge the duties of their respective offices in said Territories until their successors are duly elected and qualified.*

*Sec. 28. That upon the admission of said State into the Union there is hereby granted unto it, including the sections thereof heretofore granted, four sections of public land in each township in the proposed State for the support of free public nonsectarian common schools, to wit: Sections numbered thirteen, sixteen, thirty-three, and thirty-six, and where such sections or any parts thereof have been sold or otherwise disposed of by or under the authority of any Act of Congress other lands equivalent thereto, in legal subdivisions of not less than one quarter section and as contiguous as may be to the section in lieu of which the same is taken; such indemnity lands to be selected within said respective portions of said State in the manner provided in this Act: Provided, That the thirteenth, sixteenth, thirty-third, and thirty-sixth sections embraced in permanent reservations for national purposes shall not at any time be subject to the grants nor to the indemnity provisions of this Act, but other lands equivalent thereto may be selected for such school purposes in lieu thereof; nor shall any lands embraced in Indian, military, or other reservations of any character be subject to the grants of this Act, but such reservation lands shall be subject to the indemnity provision of this Act: Provided, That nothing in this Act contained shall repeal or affect any Act of Congress relating to the Casa Grande Ruin as now defined or as may*

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*be hereafter defined or extended, or the power of the United States over it, or any other lands embraced in the State hereafter set aside by Congress as a national park, game preserve, or for the preservation of objects of archæological or ethnological interest; and nothing contained in this Act shall interfere with the rights and ownership of the United States in any land hereafter set aside by Congress as national park, game preserve, or other reservation, or in the said Casa Grande Ruin as it now is or may be hereafter defined or extended by law, but exclusive legislation, in all cases whatsoever, shall be exercised by the United States, which shall have exclusive control and jurisdiction over the same; but nothing in this proviso contained shall be construed to prevent the service within said Casa Grande Ruin, or national parks, game preserves, and other reservations hereafter established by law, of civil and criminal processes lawfully issued by the authority of said State; and said lands shall not be subject at any time to the school grants of this Act that may be embraced within the metes and bounds of the national park, game preserve, and other reservation, or the said Casa Grande Ruin, as now defined or may be hereafter defined; but other lands equivalent thereto may be selected for such school purposes hereinbefore provided in lieu thereof.*

*Sec. 29. That three hundred sections of the unappropriated nonmineral public lands within said State, to be selected and located in legal subdivisions, as provided in this Act, are hereby granted to said State for the purpose of erecting legislative, executive, and judicial public buildings in the same, and for the payment of the bonds heretofore or hereafter issued therefor.*

*Sec. 30. That the lands granted to the Territory of Arizona by the Act of February eighteenth, eighteen hundred and eighty-one, entitled "An Act to grant lands to Dakota, Montana, Arizona, Idaho, and Wyoming for university purposes," are hereby vested in the proposed State to the extent of the full quantity of seventy-five sections, and any portion of said lands that may not have been selected by said Territory of Arizona may be selected by the said State. In addition to the foregoing, and in addition to all lands heretofore granted for such purpose, there shall be, and hereby is, granted to said State, to take effect when the same is admitted to the Union, three hundred sections of land, to be selected from the public domain within said State in the same manner as provided in this Act, and the proceeds of all such lands shall constitute a permanent fund, to be safely invested and held by said State, and the income thereof be used exclusively for university purposes. The schools, colleges, and universities provided for in this Act shall forever remain under the exclusive control of the said State, and no part of the proceeds arising from the sale or disposal of any lands herein granted for educational purposes shall be used for the support of any sectarian or denominational school, college, or university.*

*Sec. 31. That nothing in this Act shall be so construed, except where the same is so specifically stated, as to repeal any grant of land heretofore made by any Act of Congress to either of said Territories, but such grants are hereby ratified and confirmed in and to said State, and all of the land that may not, at the time of the admission of said State into the Union, have been selected and segregated from the public domain, may be so selected and segregated in the manner provided in this Act.*



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*Sec. 32. That five per centum of the proceeds of the sales of public lands lying within said State which shall be sold by the United States subsequent to the admission of said State into the Union, after deducting all the expenses incident to the same, shall be paid to the said State to be used as a permanent fund, the interest of which only shall be expended for the support of the common schools within said State. And there is hereby appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of five million dollars for the use and benefit of the common schools of said State. Said appropriation shall be paid by the Treasurer of the United States at such time and to such person or persons as may be authorized by said State to receive the same under laws to be enacted by said State, and until said State shall enact such laws said appropriation shall not be paid. Said appropriation of five million dollars shall be held inviolable and invested by said State, in trust, for the use and benefit of said schools.*

*Sec. 33. That all lands herein granted for educational purposes may be appraised and disposed of only at public sale, the proceeds to constitute a permanent school fund, the income from which only shall be expended in the support of said schools. But said lands may, under such regulations as the legislature shall prescribe, be leased for periods of not more than ten years, and such common school land shall not be subject to preemption, homestead entry, or any other entry under the land laws of the United States, whether surveyed or unsurveyed, but shall be reserved for school purposes only.*

*Sec. 34. That in lieu of the grant of land for purposes of internal improvement made to new States by the eighth section of the Act of September fourth, eighteen hundred and forty-one, which section is hereby repealed as to the proposed State, and in lieu of any claim or demand by the said State under the Act of September twenty-eighth, eighteen hundred and fifty, and section twenty-four hundred and seventy-nine of the Revised Statutes, making a grant of swamp and overflowed lands to certain States, which grant it is hereby declared is not extended to the said State, and in lieu of any grant of saline lands to said State, save as heretofore made, the following grants of land from public lands of the United States within said State are hereby made, to wit:*

*For the establishment and maintenance and support of insane asylums in the said State, two hundred thousand acres; for penitentiaries, two hundred thousand acres; for schools for the deaf, dumb, and the blind, two hundred thousand acres; for miners' hospitals for disabled miners, one hundred thousand acres; for normal schools, two hundred thousand acres; for State charitable, penal, and reformatory institutions, two hundred thousand acres; for agricultural and mechanical colleges, three hundred thousand acres: Provided, That the two national appropriations heretofore annually paid to the two agricultural and mechanical colleges of said Territories, respectively, shall, until the further order of Congress, continue to be paid to said State for the use of said respective institutions; for schools of mines, two hundred thousand acres; for military institutes, two hundred thousand acres.*

*Sec. 35. That all lands granted in quantity or as indemnity by this Act shall be selected, under the direction of the Secretary of the Interior, from the unappropriated public lands of the United States within the limits of the said State, by a commission composed of the governor, surveyor-general, and attorney-general of said State; and no fees shall*

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*be charged for passing the title to the same or for the preliminary proceedings thereof.*

*Sec. 36. That all mineral lands shall be exempted from the grants made by this Act; but if any portion thereof shall be found by the Department of the Interior to be mineral lands, said State, by the commission provided for in section thirty-five hereof, under the direction of the Secretary of the Interior, is hereby authorized and empowered to select, in legal subdivisions, an equal quantity of other unappropriated lands in said State in lieu thereof.*

*Sec. 37. That the said State, when admitted as aforesaid, shall constitute two judicial districts, to be named, respectively, the eastern and western districts of Arizona, the boundaries of said districts to be the same as the boundaries of said Territories, respectively, and the circuit and district court of said districts shall be held, respectively, at Albuquerque and Phoenix for the time being, and the said districts shall, for judicial purposes, until otherwise provided, be attached to the ninth judicial circuit. There shall be appointed for each of said districts one district judge, one United States attorney, and one United States marshal. The judge of each of said districts shall receive a yearly salary the same as other similar judges of the United States, payable as provided for by law, and shall reside in the district to which he is appointed. There shall be appointed clerks of said courts, who shall keep their offices at said Albuquerque and Phoenix in said State. The regular terms of said courts shall be held in said districts, at the places aforesaid, on the first Monday in April and the first Monday in November of each year, and one grand jury shall be summoned in each year in each of said circuit and district courts. The circuit and district courts for said districts, and the judges thereof, respectively, shall possess the same powers and jurisdiction and perform the same duties required to be performed by the other circuit and district courts and judges of the United States, and shall be governed by the same laws and regulations. The marshal, district attorney, and clerks of the circuit and district courts of said districts, and all other officers and persons performing duties in the administration of justice therein, shall severally possess the powers and perform the duties lawfully possessed and required to be performed by similar officers in other districts of the United States, and shall, for the services they may perform, receive the fees and compensation now allowed by law to officers performing similar services for the United States in the Territories of Arizona and New Mexico, respectively.*

*Sec. 38. That all cases of appeal or writ of error heretofore prosecuted and now pending in the Supreme Court of the United States upon any record from the supreme court of either of said Territories, or that may hereafter lawfully be prosecuted upon any record from said courts, may be heard and determined by said Supreme Court of the United States. And the mandate of execution or of further proceedings shall be directed by the Supreme Court of the United States to the circuit or district courts, respectively, hereby established within the said State or to the supreme court of such State, as the nature of the case may require. And the circuit, district, and State courts herein named shall, respectively, be the successors of the supreme courts of the said Territories as to all such cases arising within the limits of embraced within the jurisdiction of such courts, respectively, with full power to proceed with the same and award mesne or final process therein;*

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*and that from all judgments and decrees of the supreme courts of the said Territories mentioned in this Act, in any case arising within the limits of the proposed State prior to admission, the parties to such judgment shall have the same right to prosecute appeals and writs of error to the Supreme Court of the United States or to the circuit court of appeals as they shall have had by law prior to the admission of said State into the Union.*

*Sec. 39. That in respect to all cases, proceedings, and matters now pending in the supreme or district courts of the said Territories at the time of the admission into the Union of the said State, and arising within the limits of such State, whereof the circuit or district courts by this Act established might have had jurisdiction under the laws of the United States had such courts existed at the time of the commencement of such cases, the said circuit and district courts, respectively, shall be the successors of said supreme and district courts of said Territories, respectively; and in respect to all other cases, proceedings, and matters pending in the supreme or district courts of the said Territories at the time of the admission of such Territories into the Union, arising within the limits of said State, the courts established by such State shall, respectively, be the successors of said supreme and district Territorial courts; and all the files, records, indictments, and proceedings relating to any such cases shall be transferred to such circuit, district, and State courts, respectively, and the same shall be proceeded with therein in due course of law; but no writ, action, indictment, cause, or proceeding now pending, or that prior to the admission of the State shall be pending, in any Territorial court in said Territories shall abate by the admission of such State into the Union, but the same shall be transferred and proceeded with in the proper United States circuit, district, or State court, as the case may be: Provided, however, That in all civil actions, causes, and proceedings in which the United States is not a party transfers shall not be made to the circuit and district courts of the United States except upon cause shown by written request of one of the parties to such action or proceeding filed in the proper court; and in the absence of such request such cases shall be proceeded with in the proper State courts.*

*Sec. 40. That the constitutional convention shall by ordinance provide for the election of officers for a full State government, including members of the legislature and two Representatives in Congress, at the time for the election for the ratification or rejection of the constitution; one of which Representatives shall be chosen from a Congressional district comprised of the present Territory of Arizona, to be known as the First Congressional district, and the other from a Congressional district comprised of the remainder of said State, to be known as the Second Congressional district; but the said State government shall remain in abeyance until the State shall be admitted into the Union as proposed by this Act. In case the constitution of said State shall be ratified by a majority of the qualified voters of said Territories voting at the election held therefor as hereinbefore provided, but not otherwise, the legislature thereof may assemble at Santa Fe, organize, and elect two Senators of the United States in the manner now prescribed by the laws of the United States; and the governor and secretary of state of the proposed State shall certify the election of the Senators and Representatives in the manner required by law, and when such State is admitted into the Union, as provided in this Act, the Senators and Representatives*

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*shall be entitled to be admitted to seats in Congress and to all rights and privileges of Senators and Representatives of other States in the Congress of the United States; and the officers of the State government formed in pursuance of said constitution, as provided by the constitutional convention, shall proceed to exercise all the functions of State officers; and all laws of said Territories in force at the time of their admission into the Union shall be in force in the respective portions of said State until changed by the legislature of said State, except as modified or changed by this Act or by the constitution of the State; and the laws of the United States shall have the same force and effect within the said States as elsewhere within the United States.*

*Sec. 41. That the sum of one hundred and fifty thousand dollars, or so much thereof as may be necessary, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, for defraying all and every kind and character of expense incident to the elections and conventions provided for in this Act; that is, the payment of the expenses of holding the election for members of the constitutional convention and the submission of the question of joint statehood and the election for the ratification of the constitution, at the same rates that are paid for similar services under the Territorial laws, respectively, and for the payment of the mileage for and salaries of members of the constitutional convention at the same rates that are paid the said Territorial legislatures under national law, and for the payment of all proper and necessary expenses, officers, clerks, and messengers thereof, and printing and other expenses incident thereto: Provided, That any expense incurred in excess of said sum of one hundred and fifty thousand dollars shall be paid by said State. The said money shall be expended under the direction of the Secretary of the Interior, and shall be forwarded, to be locally expended in the present Territory of Arizona and in the present Territory of New Mexico, through the respective secretaries of said Territories, as may be necessary and proper, in the discretion of the Secretary of the Interior, in order to carry out the full intent and meaning of this Act.*

Restore the title so as to read:

*An Act to enable the people of Oklahoma and of the Indian Territory to form a constitution and State government and be admitted into the Union on an equal footing with the original States; and to enable the people of New Mexico and of Arizona to form a constitution and State government and be admitted into the Union on an equal footing with the original States.*

And the Senate agree to the same.

ALBERT J. BEVERIDGE,
WM. P. DILLINGHAM,
T. M. PATTERSON,
*Managers on the part of the Senate.*

E. L. HAMILTON,
A. L. BRICK,
JOHN A. MOON,
*Managers on the part of the House.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 488.

# LAW CONCERNING THE FRENCH MERCHANT MARINE.

Mr. GALLINGER presented the following

**LETTER FROM THE ACTING SECRETARY OF THE NAVY DEPARTMENT TRANSMITTING A TRANSLATION OF A RECENT LAW CONCERNING THE FRENCH MERCHANT MARINE, PROMULGATED BY THE PRESIDENT OF THE FRENCH REPUBLIC APRIL 19, 1906, WHICH HAS BEEN PREPARED IN THE OFFICE OF NAVAL INTELLIGENCE OF THIS DEPARTMENT.**

JUNE 12, 1906.—Ordered to be printed.

NAVY DEPARTMENT,
*Washington, June 9, 1906.*

SIR: I have the honor to forward herewith, for your information, a translation of a recent law concerning the French merchant marine, promulgated by the President of the French Republic April 19, 1906, which has been prepared in the Office of Naval Intelligence of this Department.

Very respectfully, TRUMAN H. NEWBERRY,
*Acting Secretary.*

Hon. J. H. GALLINGER,
*Chairman Merchant Marine Commission,*
*United States Senate.*

[From the Journal Officiel, April 20, 1906—Translation.]

## A LAW CONCERNING THE MERCHANT MARINE.

The Senate and Chamber of Deputies have passed, and
The President of the Republic promulgates, the following law:

### TITLE I.—*Bounties for construction.*

ART. 1. Dating from the promulgation of the present law, there shall be granted to constructors of seagoing vessels of the merchant marine the allowances whose rate is determined as follows per total gross tonnage:

I. IRON OR STEEL VESSELS.

(*a*) Steam vessels, one hundred and forty-five francs.
(*b*) Sailing vessels, ninety-five francs.

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Those bounties are to decrease annually by four francs fifty centimes (4.50 francs) for steam vessels and three francs (3 francs) for sailing vessels during the first ten years of application of the law; at the end of the tenth year they shall remain fixed at one hundred francs and sixty-five francs, respectively.

II. WOODEN VESSELS.

(*a*) Vessels of 150 tons or over, forty francs;
(*b*) Vessels of less than 150 tons, thirty francs;
Are considered as wooden vessels, those with exclusively side plankings.

Any transformation in a vessel resulting in an increase of tonnage entitles to a bounty calculated in accordance with the foregoing rate from the increase in tons burden.

The rate of the bounty to which a vessel is entitled is:

1. For a new vessel, that of the year of her certification (French), or that of the year when she took her papers (expéditions), if not intended for the French merchant marine.

2. For an altered vessel, the bounty rate of the year in which she fitted out for the first time after the completion of work on her.

ART. 2. Dating from the promulgation of the present law the constructors of engines intended for sea-going vessels of the merchant marine shall receive the following allowances:

1. For engines and auxiliary apparatus, such as steam pumps, servo-motors, dynamos, winches, blowers worked by machinery, put new on board vessels, whether steam or sailing vessels, as well as for the steam boilers supplying power and their pipings, twenty-seven francs fifty centimes (27.50 francs) per one hundred kilogrammes.

That bounty shall decrease annually by 0.75 franc during the first ten years of the application of the law; at the end of the tenth year it will remain fixed at 20 francs.

2. For the new parts of the engines, which have undergone alterations or repairs, as well as for the engines, boilers, and auxiliary apparatus placed new on board during the life of the vessel, 20 francs per one hundred kilogrammes.

ART. 3. The claim to seven-tenths of the bounties granted in the preceding articles is allowed whenever the matriculation of the vessel is proved or when the vessel has taken her papers, if she be not intended for the French merchant marine.

The surplus of those bounties is only allowed to vessels flying the French flag under the following conditions:

Two-tenths at the expiration of the delay of one year after French matriculation.

One-tenth at the end of the second year.

However, in regard to wooden vessels as soon as a ship is registered or has taken her clearing papers, she is entitled in whole to the bounties.

In regard to alterations of vessels resulting in an increase of tons burden, and to repair works mentioned in paragraph 2 of article 2, title to the bounty is integrally acquired as soon as the vessel fits out for sea, or the apparatus or part apparatus have been placed on board the vessel.

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The public treasury is definitely relieved from the payment of the fractions of bounties not earned at the expiration of the terms fixed by the present article.

## TITLE II.—*Fitting-out compensations.*

ART. 4. Seagoing vessels of French or foreign construction fitted out under the French flag for deep-sea navigation or international traffic which shall take up a French registry to date from the promulgation of the present law, with the reservation in case of vessels built in foreign countries to be less than two years old at the time of their registry (French), shall receive as a fitting-out compensation an allowance determined as follows per each day of administrative commission and per total gross tonnage.

### I. STEAM VESSELS.

Four centimes (0.04 francs) per ton up to 3,000 tons.

Three centimes (0.03 francs) per ton additional between 3,001 and 6,000 tons.

Two centimes (0.02 francs) per ton additional from 6,001 tons up.

### II. SAILING VESSELS.

Three centimes (0.03 francs) per ton up to 500 tons.

Two centimes (0.02 francs) per ton additional between 501 and 1,000 tons.

One centime (0.01 franc) per ton additional from 1,001 tons up.

The fitting-out compensation is only granted to vessels whose total gross tonnage is at least 100 tons.

The disposition of pars. 2, 3, and 5 of Art. 5, of pars. b, c, d, f, h of Art. 6 of the law of April 7, 1902, are applicable to the fitting-out compensation established by the present article.

The fitting-out compensation is paid to each vessel placed under the régime of the present law until she reaches the completed 12 years of age.

ART. 5. The right to fitting-out compensation is exclusively acquired by vessels which give evidence for each day of commission between the date of mustering the men and that of their discharge of a mean sailing corresponding at least to:

1. Ninety miles for steam vessels which realized on trials, half laden, a speed of 14 knots and over.

2. Eighty-five miles for steam vessels having realized on trials, half laden, a speed of 12 to 14 knots.

3. Sixty-five miles for steam vessels having realized on trials, half laden, a speed of 11 to 12 knots.

4. Fifty-five miles for steam vessels having realized on trials, half laden, a speed of 9 to 11 knots.

5. Thirty-five miles for sailing vessels.

The days during which a vessel will be tied down through stress of weather will not be reckoned in estimating the mean navigation above referred to.

Moreover, in order to be entitled to the fitting-out compensation, vessels must give evidence that they have carried from the day of their sailing out of a French port until their return to a French port a



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quantity of goods representing in tons of freight at least one-third of their net tons burden, and this on a third at least of the total actual sailing.

The rate of fitting-out compensation shall be reduced by ten per centum (10 per cent) in the case of vessels which will not have carried a quantity of merchandise representing in freight tons at least one-half of their net tons burden on one-half at least of their sea voyage.

ART. 6. The rate of compensation is reduced by fifteen per centum (15 per cent) for steam vessels having realized on trials, half laden, a speed under 10 knots, but equal to or above 9 knots. No compensation is allowed for vessels which have made a speed below 9 knots.

The rate of compensation is increased by—

Ten per centum (10 per cent) for vessels having realized on trials, half laden, a speed of at least 14 knots;

Twenty per centum (20 per cent) for vessels having realized on trials a speed of at least 15 knots;

Thirty per centum (30 per cent) for vessels having realized on trials a speed of at least 16 knots.

## TITLE III.—*Common and transitory dispositions.*

ART. 7. The bounties to construction and the fitting out compensations are not subject in the present law to the deductions provided in articles 4 and 21 of the law of April 7, 1902.

Every year are inserted in the naval estimate to be applied as specified in articles 4 and 21 of the law of April 7, 1902, sums equal to 6 per cent of the amounts for bounties to construction and to 11 per cent of the provided fitting-out compensation for disbursements during the fiscal year.

Paragraph 3 of article 21 of the law of April 7, 1902, is altered as follows:

One-third to the funds of the invalids, in order to grant subsidies to the chambers of commerce, to establishments of public utility, to the institutions, establishments, or associations whose statutes are framed in conformity with the dispositions of the law of July 1, 1901, relative to associations, or of March 21, 1884, relative to syndicates, for the formation or maintenance in France or in certain foreign ports, principally those frequented by French sailors, either sailors' homes or hospitals, to secure to them lodgings, board, treatment, or situations, or of any other beneficial institutions, and notably of sailors' professional schools.

ART. 8. Dating from the promulgation of the present law, sailing vessels constructed under the terms of the law of January 30, 1893, filling the conditions required for a right to the bounty and nationalized before November 1, 1901, shall receive a fitting-out compensation of 3 centimes per gross ton capacity and per diem of administrative commission during three years dating from the time they shall cease to benefit by the law of January 30, 1893.

Those vessels must furnish evidence that they have transported on at least two-fifths of their voyages out and back a quantity of merchandise representing in freight tons at least two-thirds of their net tonnage.

ART. 9. Vessels which are actually commissioned under the French flag, those which may be nationalized before the promulgation of the present law, as well as those which have been the subject of a declaration of priority in order to benefit by the dispositions of the law of April 7, 1902, remain subject to the laws under whose measures they are placed.

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However, the owners of vessels which have been the object of a declaration of priority (prise de rang) will have the privilege of renouncing the benefits of that declaration and choosing the measures of the present law. In regard to vessels already registered under the French flag, that option will only be effective for the fitting-out compensation and will not be entitled to a new payment of the construction bounty.

The option must be declared within a delay of two months to date from the promulgation of this law.

The bounties and fitting-out compensations secured by those vessels will be charged to the credits of 50 millions and 150 millions, approved by the law of April 7, 1902, up to the sum for which they were registered for beneficial priority at the date of their option.

No declaration of priority in view of the application of the law of April 7, 1902, shall be effective after the promulgation of the present law.

ART. 10. Vessels to be built in accordance with actual contracts in force, for subsidized postal service, will be only entitled to construction bounties of 65 francs per net ton, and of 15 francs per 100 kilogrammes of engines, approved by the law of January 30, 1893.

If a navigation company should apply to one of the services defined by said contracts in force a vessel for which the bounties fixed by articles 1 and 2 of the present law have been paid, it will bear during all the time of that destination a deduction equal to the two-thirds of the portion of postal subsidy appertaining to the service performed by that vessel. The sums thus deducted will be paid in the public treasury under the head of reimbursement of the difference between the construction bounties paid for the vessel and those liquidated in virtue of the law of January 30, 1893. The total amount of those deductions shall not exceed the amount of that difference.

ART. 11. The bounties to constructions established by the present law shall not, in regard to the new vessels intended to benefit by the fitting-out compensation, be attributed to more than 50,000 gross tons burden of steam vessels and 15,000 gross tonnage of sailing vessels per annum until the expiration of the law of April 7, 1902.

ART. 12. The benefit of the allowances established by the present law is reserved:

1. Concerning the bounties to construction, to vessels whose hulls, engines, and boilers have been constructed in France;

2. Concerning fitting-out compensations to vessels whose home ports are situated in France.

Bounties to construction and fitting out may be allowed by the French colonies out of local appropriations to vessels built in the colonies or having their home port there.

Article 17 of the law of April 7, 1902, is repealed.

Article 2 of the law of September 21 is also repealed in the case of vessels with their home ports in the colonies, in so far as the composition of their crews is concerned, which will be fixed by a regulation of public administration.

ART. 13. In the allowance for bounties to navigation and fitting out compensations, the supputation in freight tonnage of the loading of vessels carrying passengers, animals, or vehicles will be made upon the following bases:

One ton and one-half for each passenger embarked or landed; two tons per head for big animals, horses, and mules; one-half ton per head

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for small animals; three tons per each carriage with two wheels; four tons per each carriage with more than two wheels.

Travelers' luggage, including small provisions for the voyage taken along, will not be reckoned in the computation of goods shipped or landed.

ART. 14. The term of the present law is fixed to 12 years.

ART. 15. Article 1st of paragraph 2 of the law of January 30, 1893, is modified as follows:

Are considered as long voyages (foreign trade) those made beyond the limits herein determined:

To the south, the 30th degree north latitude.

To the north, the 72d degree north latitude.

To the west, the 15th degree longitude, Paris meridian.

To the east, the 44th degree longitude, Paris meridian.

However, Iceland, including her territorial waters, is considered as coming within the limits of international coasting trade.

Voyages effected within the preceding limits of international coasting trade will be subjected, in order to get the benefit of the fitting-out compensation, to the obligations imposed by article 5 of the present law only within the limits determined by a regulation of public administration.

ART. 16. The dispositions of the law of January 30, 1893, and April 7, 1902, not contrary to the present dispositions, remain in force.

ART. 17. A regulation of public administration will determine the necessary measures for the application of the present law.

ART. 18. The violations of the rules relative to the conditions of labor, security, and preservation of health on board complained of by competent authorities may involve, according to their gravity and in case of repetition, the suppression or the reduction, by fractions, of one or several twentieths of the fitting-out compensation.

These deductions may be made independently of the processes that may be instituted against the delinquents for infractions of the laws and regulations in force.

ART. 19. Constructors will only benefit by the premium established by the present law if the ensemble of the workshops, factories, and yards (French) contributing to the construction of the vessel do not include over 10 per 100 of foreign workmen.

All the regulations relative to security and preservation of health to which French vessels are subject shall be applicable to foreign vessels while in ports.

The present law debated and voted in the Senate and in the Chamber of Deputies shall be carried out as a state law.

Paris, April 19, 1906.

A. FALLIÈRES.

By the President of the Republic:

GASTON DOUMERGUE,
*Minister of Commerce, Industry, and Labor.*

POINCARE,
*Minister of Finances.*

GASTON THOMSON,
*Minister of the Navy.*

GEORGES LEYGUES,
*Minister of the Colonies.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 489.

# PROPOSED VOLUNTEER RETIRED LIST.

Mr. TELLER presented the following

**STATEMENT OF FACTS RELATING TO THE QUESTION OF CREATING A VOLUNTEER RETIRED LIST, AS PROPOSED IN SENATE BILL 2162 AND AMENDMENT THERETO, FOR SURVIVING OFFICERS OF THE VOLUNTEER ARMY OF THE CIVIL WAR OF THE RANK OF MAJOR-GENERAL, BRIGADIER-GENERAL, AND FIELD OFFICERS OF REGIMENTS OF SAID ARMY WHO WERE APPOINTED AND COMMISSIONED BRIGADIER-GENERAL OR MAJOR-GENERAL BY BREVET FOR SERVICES IN SAID ARMY; ALSO GIVING THE NAMES, RESIDENCE, AND AGE OF THE OFFICERS AFFECTED BY SAID BILL AND THE RECORD OF SERVICE OF SAID OFFICERS, TOGETHER WITH AN ESTIMATE OF THE COST OF THE PROPOSED VOLUNTEER RETIRED LIST.**

JUNE 13, 1906.—Ordered to be printed.

Senate bill 2162, to create in the War Department a special roll to be known as the "Volunteer retired list," and an amendment thereto, are now pending before the Committee on Military Affairs. The purpose of this measure is to authorize the placing on said roll certain surviving officers of the United States Volunteer Army of the civil war with retired pay according to their former rank. Eligibility to this roll is provided as follows:

Eligible age, 70 years; length of service required, two and one-half years. For major-generals and brigadier-generals of volunteers in the civil war, and field officers of volunteer regiments who were brevetted major-general or brigadier-general in said war, and for officers of above rank without reference to length of service who lost an arm, a leg, or both eyes by wounds received in battle in said war.

The following statements of facts are confidently presented to the Senate as conclusive reasons to justify the passage of this bill:

The history of the country and the records of the War Department show that the uniform policy of this nation has been to maintain a small Regular Army both in times of peace and of war.

Further, that in times of war the patriotism of the people has been relied upon to furnish an army of volunteers to meet any emergency that might arise.

The following summary from the records of the War Department fully illustrates the national policy on the subject:

When the war of 1812 began the effective strength of the Regular Army was 6,686 officers and men; by September, 1814, it had been temporarily increased to 38,186

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officers and men. But the volunteers and militia raised for this war was 31,210 officers and 440,412 enlisted men, making a total of 471,622.

When the Mexican war began in 1846 the effective strength of the Regular Army was 637 officers and 5,925 enlisted men, making a total of 6,562. By July, 1848, 1,016 officers and 35,009 enlisted men were temporarily added to the Regular Army, making a total of 42,587. But the volunteer force raised for that war consisted of 3,131 officers and 70,129 enlisted men, being a total of 73,260 volunteers.

During the recent war with Spain the Regular Army was regarded as wholly inadequate in point of numbers to meet that crisis. Congress authorized the raising of an army of volunteers. As a result there were 10,668 officers and 220,213 enlisted men mustered into the United States service, making a total of 236,881 volunteers.

When the civil war broke out in 1861 the Regular Army consisted of 15,215 officers and men. This force was stationed at various points throughout the States and Territories and did not constitute even a nucleus around which the volunteers called for by President Lincoln could rally.

In June, 1862, the Regular Army numbered 1,720 officers and 23,761 enlisted men; total, 25,480. In June, 1863, there were 1,844 officers and 22,915 enlisted men; total, 24,759. In June, 1864, there were 1,813 officers and 19,791 enlisted men; total, 21,604. In April, 1865, at the time of the surrender of General Lee, the Regular Army consisted of 1,606 officers and 20,705 enlisted men; total, 22,310, of all arms.

The Government and people relied upon volunteers to rally to the flag of their country and save the Union.

The volunteer enlistments of all lengths of service during the four years of the civil war numbered 2,763,670. These reduced to a three years' standard of enlistment numbered 2,324,516.

The casualties in these two branches of the Army show with terrible distinctness the difference in the numbers of each engaged in battle. The Regular Army lost 122 officers and 1,519 enlisted men killed in action, and 452 officers and 6,663 enlisted men wounded. Of the volunteers, 4,142 officers and 62,916 enlisted men were killed in action, and 2,223 officers and 40,787 enlisted men died of wounds, making a total of 110,065 officers and enlisted men who lost their lives in action. This leaves out of view the 248,000 volunteers who died of diseases and casualties incident to the service, and hundreds of thousands of volunteers who were wounded and recovered.

These volunteer forces were enlisted, drilled, disciplined, and led to battle by volunteer officers. Numerous brigades, divisions, and army corps performed their duties in the field without a single officer or soldier of the Regulars being attached to them. For the emergencies of so great a war officers educated at the Military Academy were not of sufficient numbers to take charge of the various recruiting camps for volunteers. But the value of a military education was shown by the splendid achievements of men who had resigned from the Regular Army and now came into the service as volunteers from civil life.

As far as the strength of the Regular Army extended its efficiency could not be excelled, but its numerical power was never sufficient to justify it to take the field alone. The great victories gained by Generals Grant, Sherman, Meade, Thomas, Sheridan, Hancock, Rosecrans, McPherson, and other Union generals were won by the skill and valor of volunteers, and those generals and a host of others rose to distinction and earned their undying fame as generals of volunteers.

With but few exceptions the appointments made during the civil war and for some time thereafter of brigadier-generals and major-generals of the Regular Army were based upon the distinguished military services rendered by the appointees while serving as officers of

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volunteers, and these appointments were made as a distinct recognition of such volunteer service. Meade as a major-general of volunteers commanded the national forces at Gettysburg and for that service was appointed brigadier-general of the Regular Army. Grant as a major-general of volunteers commanded the forces in the Vicksburg campaign, and for this service was made major-general of the Regular Army.

In considering the claims of the petitioners to the considerate action of Congress, the value of their services must be judged of by the magnitude and importance of the issues involved in the civil war and the results accomplished.

In respect to the interersts of the whole race of mankind, the preservation of the Union was the most important political event in the tide of time.

The victory of the Union Army kept in the political firmament of the world, as a beacon light, the republican principle of self-government.

Not only the repose, the progress, and the prosperity, but the very existence of the United States as a nation was involved in the tremendous struggle.

The people of the United States owe their present marvelous prosperity, their peace at home and their influence abroad, to the fact that the Union was preserved by the patriotism, valor, and fortitude of the volunteers.

It is a well-established historical fact that officers of volunteers commanding troops in the field performed their duties with equal ability, zeal, and courage, and encountered the same hazards as did officers of similar rank of the Regular Army. Upon an examination of the records of these surviving generals it will be found that they all had long service and that the great majority of them entered the service in 1861 and remained therein until the close of the war in 1865.

In view of all of these facts it seems clear that justice and fair dealing required that in respect to services in said war the rights of volunteer officers to honors and emoluments should have been made equal to those of the Regular Army. This was not done.

The settled policy of the law-making power since the close of the civil war has been to provide a higher rate of compensation to officers of the Regular Army for permanent disabilities resulting from wounds or diseases incident to the service than were provided for officers of volunteers of the same rank and disabled in the same degree. Retirement on three-quarters pay was provided for officers of the Regular Army. A small pension was provided for officers of volunteers.

This policy of inequality and discrimination was probably adopted as a matter of public economy.

As a measure of equal and exact justice between the Government and the officers of the two branches of the military service of the civil war it is obviously inequitable.

This discrimination was signalized by the act of July 28, 1866, the thirty-second section of which enacted:

> That officers of the Regular Army entitled to be retired on account of disability occasioned by wounds received in battle may be retired upon the full rank of the command held by them, whether in the regular or volunteer service, at the time such wounds were received.

Under this act a number of captains and majors of the Regular Army who had accepted commissions in volunteer regiments and had been

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promoted as brigadier-generals or major-generals of volunteers and had been mustered out of the Volunteer Army and had returned to their original regular army rank were retired with the rank of major-generals and brigadier-generals respectively. But no major-general or brigadier-general of volunteers who was not also an officer of the Regular Army could be retired however grievous his wounds and disabilities. Retirement on account of wounds received in battle was confined absolutely to officers of the Regular Army.

The records of the War Department show that under this law a captain was thus retired as a major-general on account of wounds received in battle, with retired pay of $437.81 per month; and the records of the Bureau of Pensions show that a brigadier-general of volunteers, who had been brevetted as a major-general of volunteers and had served from the first Bull Run to the close of the war and who had lost a leg in battle, was pensioned at the rate of $30 per month. Each of these officers had served the country faithfully, and each received what the law gave them. But had this officer been retired upon his commission as captain in the Regular Army he would have received only $109.37 per month, but under this act, although he had been mustered out of the service as a brigadier general of volunteers, he was retired upon his volunteer service and given $328.44 per month more retired pay than he was entitled to receive as a retired captain of the Regular Army. Such a discrimination between officers of the same rank serving in the same army and both permanently disabled by wounds in battle can not be justified by any process of reasoning.

Additional acts have been passed making generous provision for officers of the Regular Army because of their services during the civil war. The act of March 3, 1875, made specific provision for the retirement, upon their volunteer rank, of officers who entered the Regular Army from the volunteer service either during or after the war. Many of these officers were thus given increased rank and retired pay because of their volunteer service.

But no provision was made for a similar recognition for officers of the Volunteer Army, however high their rank, however important their command, however long their service, however seriously they may have been wounded in battle, or however they may be borne down by the weight of years.

Attention is now invited to the act of April 23, 1904, as follows:

RETIRED OFFICERS.

That any officer below the grade of brigadier-general who served with credit as an officer or as an enlisted man in the regular or volunteer forces during the civil war prior to April 9, 1865, otherwise than as a cadet, and whose name is borne on the Official Register of the Army, and who has heretofore been, or may hereafter be, retired on account of wounds or disability incident to the service, or on account of age or after forty years' service, may, in the discretion of the President, by and with the advice of the Senate, be placed on the retired list of the Army with the rank and retired pay of one grade above that actually held by him at the time of his retirement.

It will be observed that this act applies to all officers of the Regular Army below the grade of brigadier-general, whether on the active or retired list, "who served with credit as an officer or as an enlisted man in the regular or volunteer forces during the civil war prior to April 9, 1865." Retirement was provided for on three grounds, "on account of wounds or disabilities incident to the service," "on account

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of age," and "after forty years' service." Here was a permanent provision for officers of the Regular Army who saw service in the civil war. They were to have increased rank and pay on the retired list.

Before December 1, 1904, by operation of law, the names of officers then on the retired list, who saw service in the civil war, were reentered on the list, with their increased rank and pay, as follows: Ninety-two brigadier-generals, 43 colonels, 49 lieutenant-colonels, 110 majors, 39 captains, 6 first lieutenants, and 15 chaplains with the rank of major; in all, 354. Of these, 100 had served in the Regular Army and 254 had served in the Volunteer Army of the civil war; 146 of these were appointed in the Regular Army after the civil war closed.

During the past two years a number of officers have been retired from active service under the provisions of this law. A number of the officers who were re-retired with increased rank and retired pay had been on the retired list for more than thirty years.

The increased pay to these re-retired officers is $198,500 per annum. The total increase of retired pay provided for by this act during the past two years is over $400,000. This additional payment is authorized by Congress solely in recognition of the fact that these officers forty years previously had "served with credit * * * during the civil war."

These four acts of Congress above cited must be accepted as substantial expressions of the national gratitude to these officers of the Regular Army for their patriotism and valor during the civil war. Service in the civil war by officers who hold commissions in the Regular Army has become a badge of distinction, entitling these officers to constantly increasing honor and emolument by acts of Congress; but service in the civil war by officers holding commissions in the Volunteer Army, signed by President Lincoln, has not during the past forty years excited sufficient interest in the legislative mind to cause the enactment of a single line of public law in recognition of the services of the generals of volunteers of the civil war.

It would seem that this long-continued neglect of these officers has established a low standard of appreciation of their patriotism, their fortitude, their long service, their valor, their blood.

## MILITARY RECORDS OF VOLUNTEER OFFICERS.

In this connection reference is made to the military records of more than 150 officers who are favoring the passage of this measure. These officers represent all the great armies, campaigns, and great battles of the civil war; they entered the service in 1861 and 1862, and most of them remained in the service until the close of the war.

These papers present a most remarkable record. A number of these officers were in the first campaigns of the eastern army of Virginia, West Virginia, and Maryland. The early battles in West Virginia up to Bull Run, the Peninsular campaign, Malvern Hill, Second Bull Run, Fredericksburg, Chantilly, Antietam, Chancellorsville, and Gettysburg are well represented. In the western army many of these officers were in the following-named battles: Fort Donelson, Pittsburg Landing, siege of Corinth, battle of Corinth, Arkansas Port, Vicksburg, campaign and capture of Vicksburg, Pea Ridge, Prairie Grove, Lookout Mountain, and Missionary Ridge.

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In the operations along the seaboard in North Carolina, South Carolina, Georgia, Florida, and Louisiana, including the siege of Wilmington, Charleston, and other important strongholds, a number of these officers were engaged.

In the great final struggle of 1864 and 1865, the Wilderness campaign, the Atlanta campaign, with their great battles, the capture of Atlanta, the campaign of Sheridan in the Shenandoah Valley, the March to the Sea, Franklin, Nashville, Sherman's campaign through the Carolinas, Bentonville, Petersburg, Richmond, Five Forks, Appomattox, Raleigh, the Grand Review, are all well represented by these survivors.

The military records of these men show conclusively that if any officers who "served with credit during the civil war" are granted by Congress honors and emoluments because of such service, these officers should lead the list. They won their stars by the performance of arduous duties in the command of probably 400,000 troops in the greatest war of the world. And now these men, a remnant of the generals who led the great armies of the Union to final victory, present their petition to Congress and ask that this nation, now great beyond the dreams of the early fathers, shall perform an act of justice and gratitude by suitably recognizing their services in the civil war.

## RETIREMENT OF GENERALS HAWLEY AND OSTERHAUS.

Congress has by legislation in special cases recognized the fact that the provisions of the general laws are wholly inadequate as a suitable recognition of the services of general officers. The unanimous action of both Houses of Congress at its last session placing amendments on an appropriation bill for retiring as brigadier-generals two generals of volunteers, namely, Gen. Joseph R. Hawley and Gen. Peter J. Osterhaus, signally emphasized this legislative opinion. This action by Congress has been accepted by volunteer officers who served in the same armies with Generals Hawley and Osterhaus as an authoritative example of Congressional legislation upon which citizens of the United States interested in the same subject-matter can depend upon having repeated without discrimination, favoritism, or unnecessary delay.

This unanimous action of Congress was accepted as a justification for the bill now being considered by your committee.

Neither General Hawley nor General Osterhaus had ever been in the Regular Army. They both entered the Union Army as volunteers, the one as a captain of a Connecticut company, the other as a major of a Missouri battalion. Each was promoted from time to time. As a colonel Joseph R. Hawley commanded a brigade in the Army of the Potomac. When promoted as a brigadier-general he was assigned to duty on the staff of Major-General Terry. Major-General Osterhaus commanded the First Division Fifteenth Army Corps, Army of the Tennessee, and in the absence of General Logan, commanded the Fifteenth Army Corps on the march to the sea. Generals Hawley and Osterhaus were most capable officers, well deserving the gratitude of the American people. Both of them were mustered out of the Volunteer Army, January, 1866.

Thirty-nine years after they had left the volunteer service this mark of a nation's love and gratitude was conferred upon them—they were placed on the retired list of the Regular Army. This act of Congress

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has attracted the attention and received the approval of the surviving generals of the Union Army.

The question, however, now naturally arises with them: Why shall not the principle of this act retiring Generals Hawley and Osterhaus be made applicable to the remnant of generals of volunteers of the Union Army now surviving, and thus avoid further special legislation in behalf of particular individuals? Are there any just reasons why a discrimination shall be made by Congress against other volunteer generals of long and arduous service in the same war? Can any member of either House of Congress who supported the former bill assign a just ground for opposing this?

On behalf of these surviving generals of volunteers of the civil war it is claimed that their services in the civil war entitle them to equal treatment with officers of the Regular Army and equal treatment with their comrades of the Volunteer Army of the civil war, who were placed on the retired list by the act of March 3, 1905.

## PENSION RATES.

The total pension to a major-general, brigadier-general, or colonel of volunteers for disabilities of service origin is the same as the pension to a lieutenant-colonel, namely, $30 per month.

The pension for permanent specific disabilities is the same to officers and soldiers of volunteers, without reference to rank.

The pension for age is the same to both officers and soldiers; total per month at 70 years, $12.

Attention is invited to the fact that retired pay for officers of the Regular Army is graded by law at three quarters of the pay of the rank of such officer.

*Comparative statement of retired pay of generals of the Regular Army, with pensions for age of generals of volunteers.*

| | |
|---|---|
| Major-generals, retiring age 64; annual retired pay | $5,625 |
| Brigadier-generals, retiring age 64; annual retired pay | 4,125 |
| Increase of retired pay of a colonel when retired as a brigadier-general, per annum | 1,125 |
| Annual pension of a major-general or a brigadier-general of volunteers of the civil war when pensioned for age at 70 years | 144 |

In this connection it is proper to invite attention to the fact that the increase in retired pay of the 92 colonels who were re-retired, and of those colonels who have since been retired under the act of April 23, 1904, was $1,125 each per annum; and that this increase in retired pay was a specific recognition of the services of these officers during the civil war. Attention is also invited to the fact that no steps whatever have been taken by Congress to grant pensions of equal amount to volunteer officers of similar or higher grade in recognition of their services during the civil war.

It is now claimed on behalf of the generals of volunteers whose names appear in the annexed list, and who are eligible to the provisions of the volunteer retired list bill—

First. That the records of the War Department will show that in respect to rank, length of service, importance of command, and efficiency of military service during the civil war they were equal in every respect to the officers of the Regular Army, who, under the

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acts of July 28, 1866, March 3, 1875, and February 2, 1901, were retired upon the rank of their command in the volunteer forces or were retired upon the actual rank under their commissions in the Volunteer Army, and who thereby received greatly increased retired pay.

Second. That the records of the War Department will show that none of the officers who have been retired or re-retired under the act of April 23, 1904, "with the rank and retired pay of one grade above that actually held by him at the time of his retirement" had during their service in the volunteer forces of the civil war equal rank or equal command of troops with the generals of volunteers whose names appear on the list hereto attached, nor did the average length of service of said officers in the volunteer forces of the civil war exceed in length the services of the generals of volunteers above referred to. It is therefore claimed that equity and good conscience require that they should be treated by Congress with equal liberality.

It is stated on behalf of the petitioners that they make no complaint because of the repeated generous provisions made for officers of the Regular Army who served in the great war for the Union, but the statement is broadly made that they feel they have a right to complain of the long-continued discriminations made against the volunteer generals of the civil war. They insist that these discriminations are not relieved of their injustice because they have been enacted into law, and that they are of such gravity that they should be corrected without delay.

## AGE OF THE PETITIONERS.

The earnest attention of Congress is invited to the age of the great majority of these surviving generals of volunteers. There are now 191 names of officers on the list of eligibles under the bill. Of these 143 are over the age of 70 years; the ages of 32 of these survivors range from 80 to 93 years.

It must be recognized by anyone who will consider this matter that time is of the very essence of this question.

Is it not just, is it not humane, that the Fifty-ninth Congress shall pause a moment in the consideration of the great industrial questions which are so earnestly engaging its attention, and consider the request made by this small group of surviving generals of volunteers for an honorable recognition of their services to the country in the great war for the preservation of the Union?

## LANDS GRANTED TO OFFICERS OF THE REVOLUTIONARY ARMY.

It must be kept clearly in mind that there has been no legislation whatever by Congress directly recognizing the services of those volunteer officers who commanded and led regiments, brigades, divisions, and army corps during the civil war.

In considering this measure to create a volunteer retired list for generals of volunteers of the civil war it is proper to bring to view what has been done in the past for officers who have fought under the national flag. Take as an example the treatment bestowed upon the officers of the Revolutionary Army at the close of the war.

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The statesmen of the Revolutionary period acted upon the principle that the obligation to the officers of that war was not fulfilled by paying them off and mustering them out of the service.

Large grants of land were made to both officers and soldiers in recognition of their military service, the quantity of land to each being graded by rank and length of service. Acting upon the recommendations of the Continental Congress, each State of the new Republic took a hand in this work. Virginia led the way.

Following are the names of a few of that noble band of patriots, with the quantity of land granted to each:

| | Acres. |
|---|---|
| Major-General Gates | 17,500 |
| Brig. Gen. Geo. R. Clark | 10,000 |
| Brigadier-General (Baron) Steuben | 15,000 |
| Brig. Gen. Peter Muhlenburg | 13,194 |
| Brig. Gen. Hugh Mercer | 10,000 |
| Brig. Gen. Charles Scott | 15,278 |
| Brig. Gen. Edward Stevens | 10,000 |
| Brig. Gen. Robt. Lawson | 10,000 |
| Brig. Gen. Wm. Woodford | 10,000 |
| Brig. Gen. George Weedon | 13,333 |
| Lieut. Col. Henry Lee | 8,240 |
| Capt. Benj. Harrison | 4,000 |
| Col. Charles Harrison | 6,666 |
| Col. Robt. H. Harrison | 6,000 |

Generals Greaton, Heath, Huntington, Hand, Hage, Irving, Knox, Moultrie, McIntosh, Putnam, Stark, St. Clair, Wooster, Reed, Parsons, and others received grants of land. The long lists of officers who received grants of land as a recognition of their military services in the Revolutionary war contain the names of men in each of the thirteen States. None were neglected.

### THE ACT OF MAY 15, 1828.

Time passed on, the ranks of the officers of the Continental Army were thinned by death, and old age had crept upon the survivors.

A new generation of statesmen had entered upon the scene—John Quincy Adams was President, John C. Calhoun was Vice-President; Henry Clay was Secretary of State; Daniel Webster, Thomas H. Benton, Levi Woodbury, Martin Van Buren, William Henry Harrison, John Bell, Robert Y. Hayne, James K. Polk, Horatio Seymour, John Tyler, J. B. Thomas, Edward Everett, Richard M. Johnson, Silas Wright, David Crockett, John Randolph, and many others who became conspicuous in the councils of the nation, had seats in the Twentieth Congress.

A bill was brought forward and passed into law May 15, 1828, placing the surviving officers of the continental line upon full pay of their rank, the maximum pay not to exceed that of a captain.

Senator Webster, with others, espoused the passage of the bill. It was promptly approved by President Adams.

Officers with rank above the grade of captain were placed upon the roll with the pay of a captain of cavalry.

The statesmen of that period felt that the surviving officers of the Revolutionary Army had a just claim upon the gratitude and bounty of the nation, and they responded to that sentiment. The Revolu-

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tionary Army, by its patriotism and valor, secured for this country independence and an opportunity to found this Republic.

The Union Army preserved the Republic, maintained the Union, and gave this country its opportunity for a progress and prosperity which is the wonder of the world.

It is respectfully submitted that the request of these of those surviving generals of the civil war is reasonable and should be granted with as much alacrity as was the act of May 15, 1828.

The question may be asked, Is the United States in 1906 as well able to do justice to these surviving officers of the civil war as it was in 1828 when Congress did substantially the same for the surviving officers of the Revolutionary war?

Let this comparative table answer that question:

*Comparative statement from the Statistical Abstract of the United States, 1905.*

| | 1830. | 1906. |
|---|---|---|
| Population | 12,806,000 | 83,143,000 |
| Coin money in circulation | $26,345,000 | $826,000,000 |
| Total money in circulation | $87,344,000 | $2,587,882,000 |
| Deposits in savings banks | $6,973,000 | $3,093,077,000 |
| Total ordinary receipts | $24,844,117 | $544,274,685 |
| Imports of merchandise | $62,720,956 | $1,117,513,000 |
| Exports of merchandise | $71,670,735 | $1,518,561,666 |
| Agricultural products exported | $46,977,332 | $820,863,405 |
| Bales of cotton produced | 976,845 | 13,565,885 |

ACCUMULATED WEALTH.

| | |
|---|---|
| 1850 | $7,135,780,000 |
| 1860 | 16,150,616,000 |
| 1900 | 94,300,000,000 |
| 1906 (estimated) | 110,000,000,000 |

No figures for the year 1830.

A statement showing the number, residence, and age of the officers affected by the bill (S. 2162) to create in the War Department a special roll to be known as the "Volunteer retired list," to authorize placing thereon with pay certain surviving officers of the United States Volunteer Army of the civil war, and for other purposes, and also the amount of money involved.

Eligible age, 70 years; length of service required, two and one-half years. For major-generals and brigadier-generals of volunteers in the civil war, and field officers of volunteer regiments who were brevetted major-general or brigadier-general in said war, and for officers of above rank without reference to length of service who lost an arm, a leg, or both eyes by wounds received in battle in said war.

| | |
|---|---|
| Total number known to be eligible upon reaching 70 years | 191 |
| Number under 70 years, 40; number ages unknown, 5 | 45 |
| Total number of known eligible age | 146 |

*Ages of those of eligible age.*

| | |
|---|---|
| 70 years and under 75 years | 75 |
| 75 years and under 80 years | 39 |
| 80 years and under 85 years | 24 |
| 85 years and under 90 years | 7 |
| Over 90 years (being 93 years) | 1 |
| | 146 |

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*Liability incurred by passage of bill first year.*

| | |
|---|---|
| 2 major-generals | $11,250 |
| 29 brigadier-generals | 119,625 |
| 115 brevet brigadier-generals | 301,875 |
| | 432,750 |
| 45 who may become eligible by age | 118,125 |
| Total liability for retirement of all ages | 550,875 |

| | |
|---|---|
| Total number of major-generals of volunteers appointed during civil war | 131 |
| Total number of brigadier-generals of volunteers appointed during civil war | 549 |
| Survivors: Major-generals, 2; brigadier-generals, 31; total | 33 |

Amount appropriated since 1865 for retired list, over $40,000,000.

Annual cost of re-retiring 354 officers in Regular Army, act April 13, 1904, $198,500.

After the Revolution large grants of land were made to officers of the Continental Army, ranging from 17,500 acres down.

In 1828 Congress passed a law granting full pay to surviving officers of the Continental Army, to begin March 3, 1826, the maximum pay not to exceed that of captain.

Officers of the war of 1812 were granted land in Ohio, Illinois, and Arkansas.

The officers of the Mexican war were granted three months' extra pay, and warrants for 160 acres of land.

The officers of the Volunteer Army who after the civil war entered the Regular Army and have retired were given increased rank and retired pay as a mark of respect because of their civil-war service.

The present provision of law giving expression of the national respect and gratitude to surviving generals and other officers of volunteers for their services during the civil war is a pension of $12 per month at the age of 70 years.

Under the act of March 3, 1905, Gen. Joseph R. Hawley and Peter J. Osterhaus, of the Volunteer Army of the civil war, were, by the unanimous action of both Houses of Congress, retired with the rank and retired pay of brigadier-generals.

*List of major-generals and brigadier-generals of volunteers and field officers of regiments of volunteers in the civil war who have been brevetted brigadier-generals of volunteers for services in said war, whose services and rank bring them within the provisions of Senate bill 2162 and House bill 8989, and proposed amendments, and who it is believed are all now living.*

MAJOR-GENERALS OF VOLUNTEERS.

| | Name. | Address. | Age at birthday after January 1, 1906. |
|---|---|---|---|
| 1 | Dodge, Grenville M | 1 Wall street, New York, N. Y | 75 |
| 2 | Stahl, Julius | New York, N. Y | 80 |

BRIGADIER-GENERALS OF VOLUNTEERS.

| | | | |
|---|---|---|---|
| 1 | Ames, Adelbert | Lowell, Mass | 71 |
| 2 | Andrews, Christopher C | St. Paul, Minn | 77 |
| 3 | Beatty, John | Columbus, Ohio | 78 |
| 4 | Birney, William | Washington, D. C | 86 |

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*List of major-generals and brigadier-generals of volunteers and field officers of regiments of volunteers, etc.*—Continued.

BRIGADIER-GENERALS OF VOLUNTEERS—Continued.

| | Name. | Address. | Age at birthday after January 1, 1906. |
|---|---|---|---|
| 5 | Bragg, E. S | Fond du Lac, Wis | 79 |
| 6 | Bussey, Cyrus | Washington, D. C | 78 |
| 7 | Catterson, R. F | Minneapolis, Minn | 71 |
| 8 | Chamberlain, Joshua L | Portland, Me | 78 |
| 9 | Chetlain, August L | Chicago, Ill | 82 |
| 10 | Clayton, Powell | Eureka Springs, Ark | 73 |
| 11 | Connor, Selden | Augusta, Me | 67 |
| 12 | Cook, John | Ransom, Mich | 81 |
| 13 | Cooper, Joseph A | St. Johns, Kans | 83 |
| 14 | Curtis, Newton M | Ogdensburg, N. Y | 71 |
| 15 | Grant, L. A | Minneapolis, Minn | 77 |
| 16 | Gregg, D. McM | Reading, Pa | 73 |
| 17 | Harland, Edward | Norwich, Conn | 74 |
| 18 | Harris, T. M | Harrisville, W. Va | 93 |
| 19 | Ketcham, J. H | Doverplain, N. Y., and Washington, D. C | 74 |
| 20 | Lee, A. L | 10 Wall street, New York, N. Y | 72 |
| 21 | Lucas, Thomas J | Lawrenceburg, Ind | 80 |
| 22 | McCook, Edward M | 319 Broadway, New York, N. Y | 71 |
| 23 | McGinness, G. F | Indianapolis, Ind. (Mexican war) | 80 |
| 24 | Nickerson, Frank S | Needham, Mass | 80 |
| 25 | Paine, Charles J | 613 Sears Building, Boston, Mass | 73 |
| 26 | Pierce, Byron R | Grand Rapids, Mich | 77 |
| 27 | Raum, Green B | Chicago, Ill | 77 |
| 28 | Seward, William H | Auburn, N. Y | 67 |
| 29 | Shaler, Alexander | Ridgefield, N. J | 79 |
| 30 | Smith, William Sooy | Monadnock Block, Chicago, Ill | 76 |
| 31 | Webb, Alexander S | Riverdale, N. Y | 71 |

BREVET GENERALS OF VOLUNTEERS.

| | | | |
|---|---|---|---|
| 1 | Abbott, Ira Coray | 3512 Tenth street NW., Washington, D. C | 82 |
| 2 | Adams, Charles Francis | Boston, Mass | 71 |
| 3 | Adams, Robert N | 620½ Nicollet avenue, Minneapolis, Minn | 71 |
| 4 | Alger, Russell A | Detroit, Mich | 70 |
| 5 | Atkins, Smith D | Freeport, Ill | 70 |
| 6 | Baker, James H | Mankato, Minn | 77 |
| 7 | Barnett, James | Cleveland, Ohio | 85 |
| 8 | Bartholomew, O. A | Chariton, Lucas County, Iowa | 69 |
| 9 | Beaver, James A | Bellefonte, Pa | 69 |
| 10 | Beveridge, John L | Hollywood, Cal | 82 |
| 11 | Bishop, Judson W | St. Paul, Minn | 75 |
| 12 | Black, John C | Washington, D. C | 67 |
| 13 | Blakeslee, Erastus | 250 Devonshire street, Boston, Mass | 68 |
| 14 | Belton, William J | 6630 Woodlawn avenue, Philadelphia, Pa | 73 |
| 15 | Bouton, Edward | Los Angeles, Cal | 70 |
| 16 | Bowerman, Richard N | 19 South street, Baltimore, Md | 74 |
| 17 | Brayton, Charles R | Providence, R. I | 65 |
| 18 | Bukey, Van Hartness | Bureau of Engraving and Printing, Washington, D. C | 70 |
| 19 | Busey, Samuel T | Urbana, Ill | 71 |
| 20 | Campbell, Edward L | Trinidad, Colo | 73 |
| 21 | Candy, Charles | Dayton, Ohio | 74 |
| 22 | Carman, Ezra A | 1351 Q street, Washington, D. C | 72 |
| 23 | Clark, John S | Auburn, N. Y | 83 |
| 24 | Coburn, John | Indianapolis, Ind | 81 |
| 25 | Crawford, Samuel J | Washington, D. C | 70 |
| 26 | Curtin, John I | Bellefonte, Pa | 70 |
| 27 | Cutcheon, Byron M | Ypsilanti, Mich | 70 |
| 28 | Curtis, James F | 32 Mount Vernon street, Boston, Mass | 81 |
| 29 | Daggett, Rufus | Utica, N. Y | 69 |
| 30 | Davis, Wm. W. H | Doylestown, Pa. (Mexican war) | 86 |
| 31 | Day, Nicholas W | 12 East Ninth street, New York City | 67 |
| 32 | Devol, H. F | 518 West Tenth street, Kansas City, Mo | 75 |
| 33 | Dick, George F | Bloomington, Ill | 77 |
| 34 | Fitzhugh, Charles L | Pittsburg, Pa | 68 |
| 35 | Fonda, John G | 5824 Marion Way, Los Angeles, Cal. (Mexican war) | 84 |
| 36 | Frankle, Jones | Haverhill, Mass | 77 |
| 37 | Gates, Theo. B | 367 Fulton street, Brooklyn, N. Y | 82 |
| 38 | Given, Josiah | 1442 West Ninth street, Des Moines, Iowa | 78 |
| 39 | Glasgow, Samuel L | Burlington, Iowa | 68 |
| 40 | Gobin, John P. S | Lebanon, Pa | 69 |

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*List of major-generals and brigadier-generals of volunteers and field officers of regiments of volunteers, etc.*—Continued.

BREVET GENERALS OF VOLUNTEERS—Continued.

| | Name. | Address. | Age at birthday after January 1, 1906. |
|---|---|---|---|
| 41 | Greely, Edwin S | New Haven, Conn | 74 |
| 42 | Grosvenor, Charles H | Athens, Ohio | 78 |
| 43 | Hamilton, Wm. D | 48 Deshler Block, Columbus, Ohio | 74 |
| 44 | Harris, Andrew L | Eaton, Ohio | 71 |
| 45 | Harris, Charles L | Omaha, Nebr | 72 |
| 46 | Hartwell, Alfred S | Honolulu, Hawaii | 70 |
| 47 | Haskell, L. F | 144 Ross street, San Rafael, Cal | 64 |
| 48 | Hayes, Edwin L | 68 Park avenue, Bloomfield, N. J | 87 |
| 49 | Heath, Thomas T | 316 Main street, Cincinnati, Ohio | 71 |
| 50 | Henderson, Thomas J | Princeton, Ill | 82 |
| 51 | Henry, Wm. W | United States consul at Quebec, Canada | 75 |
| 52 | Hotchkiss, Chas. T | 467 West Monroe street, Chicago, Ill | 74 |
| 53 | Howard, Charles H | Glencoe, Ill | 67 |
| 54 | Hubbard, Lucius F | St. Paul, Minn | 70 |
| 55 | Hurd, John R | 720 Grand street, Pueblo, Colo | 68 |
| 56 | Hurst, Samuel H | Chillicothe, Ohio | 75 |
| 57 | Ives, Brayton | Care Metropolitan Trust Co., New York City | 66 |
| 58 | Jackson, Samuel McC | Apollo, Pa | 73 |
| 59 | Jourdon, James | 180 Remsen street, Brooklyn, N. Y | 74 |
| 60 | Keifer, Joseph W | Springfield, Ohio | 70 |
| 61 | Kennedy, Robert P | Bellefontaine, Ohio | 66 |
| 62 | Kirby, Isaac M | Upper Sandusky, Ohio | 71 |
| 63 | Kidd, James H | Ionia, Mich | 66 |
| 64 | La Grange, Oscar H | Soldiers' Home, Los Angeles County, Cal | 69 |
| 65 | Lieb, Herman | 616 Lasalle street, Chicago, Ill | 80 |
| 66 | McArthur, Wm. M | Limington, Me | 74 |
| 67 | McCook, Anson G | 23 West Fifty-fourth street, New York City | 71 |
| 68 | MacDougall, Clinton D | Auburn, N. Y | 67 |
| 69 | McNaught, Thomas A | Spencer, Ind | 80 |
| 70 | Malloy, Adam G | Escondido, Cal | 78 |
| 71 | Manderson, Chas. F | Omaha, Nebr | 69 |
| 72 | Martin, James S | Salem, Ill | 80 |
| 73 | Mattocks, Charles P | 17 Lewis street, Portland, Me | 66 |
| 74 | Maxwell, Norman J | Soldiers' Home, Erie, Pa | 72 |
| 75 | Minty, Robert H. G | Jerome, Ariz | 75 |
| 76 | Mintzer, Wm. M | Pottstown, Pa | 69 |
| 77 | Molineux, Edward L | 117 Fort Greene street, Brooklyn, N. Y | 73 |
| 78 | Mulholland, St. Clair A | U. S. pension agent, Philadelphia, Pa | 67 |
| 79 | Nettleton, A. Bayard | Chicago, Ill | 68 |
| 80 | Newberry, Walter C | 399 Erie street, Chicago, Ill | 71 |
| 81 | Noble, John W | 614 Rialto, St. Louis, Mo | 75 |
| 82 | Nichols, Geo. F | Plattsburg, N. Y | 70 |
| 83 | Nye, Geo. Henry | The Dunbar, Boston, Mass | 78 |
| 84 | Osborn, Francis A | 43 Milk street, Boston, Mass | 73 |
| 85 | Palmer, Wm. J | 11 Broadway, New York City | 70 |
| 86 | Patterson, Josb N | Treasury Department, Washington, D. C | 71 |
| 87 | Pearsall, Uri B | Leavenworth, Kans | 66 |
| 88 | Peck, Lewis M | 348 Bridge street, Brooklyn, N. Y | 74 |
| 89 | Peirson, Chas. L | 44 Kilby street, Boston, Mass | 72 |
| 90 | Pickett, Josiah | Worcester, Mass | 84 |
| 91 | Powell, Eugene | 34 Board of Trade, Columbus, Ohio | 72 |
| 92 | Proudfit, James K | Kansas City, Kans | 75 |
| 93 | Raynor, Wm. H | Toledo, Ohio | 72 |
| 94 | Rinaker, John I | Carlinville, Ill | 76 |
| 95 | Ripley, Edward H | Rulland, Vt.; also 11 West Fifty-sixth street, New York City | 67 |
| 96 | Rogers, Geo. C | Waukegan, Ill | 68 |
| 97 | Rogers, James C | Sandy Hill, N. Y | 68 |
| 98 | Sanderson, Thomas W | Youngstown, Ohio | 78 |
| 99 | Sewall, Frederick D | Internal Revenue Bureau, Washington, D. C | 80 |
| 100 | Shaw, James | 68 East Manning street, Providence, R. I | 76 |
| 101 | Sheldon, Lionel A | Los Angeles, Cal.; residence, Pasadena | 75 |
| 102 | Spaulding, Oliver L | Treasury Department, Washington, D. C | 73 |
| 103 | Spear, Ellis | Washington, D. C | 72 |
| 104 | Sprague, Augustus B. R | 30 Chestnut street, Worcester, Mass | 79 |
| 105 | Stanton, David L | Baltimore, Md | 66 |
| 106 | Stewart, James, jr | 2001 Diamond street, Philadelphia, Pa | 66 |
| 107 | Stewart, Wm. W | Chambersburg, Pa | 70 |
| 108 | Swift, Frederick W | Detroit, Mich | 75 |
| 109 | Taylor, John P | Reedsville, Pa | 79 |
| 110 | Tilden, Charles W | Hallowell, Me | 74 |
| 111 | Trowbridge, Luther S | Detroit, Mich | 70 |
| 112 | True, James M | Kansas, Ill | 83 |
| 113 | Van Petten, John B | Bennington, Vt | 79 |

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*List of major-generals and brigadier-generals of volunteers and field officers of regiments of volunteers, etc.*—Continued.

BREVET GENERALS OF VOLUNTEERS—Continued.

| | Name. | Address. | Age at birthday after January 1, 1906. |
|---|---|---|---|
| 114 | Wagner, Louis | Philadelphia, Pa | 68 |
| 115 | Walker, Thomas McC | 236 West Seventh street, Erie, Pa | 72 |
| 116 | Ward, Lyman M | Benton Harbor, Mich | 70 |
| 117 | Warner, Adoniram J | Gainesville, Ga | 72 |
| 118 | Warner, Willard | Chattanooga, Tenn | 80 |
| 119 | Waters, Louis H | Kansas City, Mo | 79 |
| 120 | Weaver, James B | Colfax, Iowa | 73 |
| 121 | Wilder, John T | Knoxville, Tenn | 76 |
| 122 | Wiley, Aguila | Wooster, Ohio | 71 |
| 123 | Wolfe, Edward H | Rushville, Ind | 72 |
| 124 | Woodford, Stewart L | 18 Wall street, New York City | 71 |
| 125 | Woodward, Orpheus S | Neosho Falls, Kans | 78 |
| 126 | Yeoman, Stephen B | 915 East First street, Los Angeles, Cal | 70 |
| 127 | Ziegler, George | Columbus, Ohio | 74 |
| 128 | Joseph M. Clough | New London, N. H | 78 |
| 129 | Thomas M. Bowen | 229 West Twelfth street, Pueblo, Colo | 71 |
| 130 | Robert C. Bradshaw | Topeka, Kans | 66 |
| 131 | John S. Casement | Painesville, Ohio | ..... |
| 132 | Richard Coulter | Greensburg, Pa | ..... |
| 133 | Isaac Dyer | Skowhegan, Me | 86 |
| 134 | Theodore Jones | Columbus, Ohio | 74 |
| 135 | John E. Mulford | Montour Falls, N. Y | 75 |
| 136 | Charles S. Parrish | Galena, Kans | 76 |
| 137 | Samuel W. Price | 27 T street NW., Washington, D. C | 78 |
| 138 | Richard P. De Hart | Lafayette, Ind | 74 |
| 139 | Welles S. Jones | Waverly, Ohio | 76 |
| 140 | James Gwynn | 9 Given street, Yonkers, N. Y | 78 |
| 141 | George Spaulding | Monroe, Mich | 70 |
| 142 | D. B. Warner | 356 West boulevard, Detroit, Mich | 74 |
| 143 | Frederick H. Collier | Pittsburg, Pa | ..... |
| 144 | Ira J. Bloomfield | Monte Verde, Colo | 72 |
| 145 | Henry R. Guss | West Chester, Pa | 82 |
| 146 | John F. Pierson | 107 West Forty-third street, New York City | 67 |
| 147 | Fred S. Hutcheson | Ionia, Mich | 67 |
| 148 | Cecil Clay | Department of Justice, Washington, D. C | 64 |
| 149 | W. W. Dudley | Washington, D. C | 64 |
| 150 | William F. Draper | Hopedale, Mass | 64 |
| 151 | William A. Olmstead | 513 West Fifty-fourth street, New York City | 72 |
| 152 | Isaac W. Starbird | 561 Dudley street, Boston, Mass | 67 |
| 153 | Wm. G. Ely | Norwich, Conn | 70 |
| 154 | John T. Lockman | 88 Nassau street, New York City | 72 |
| 155 | David Vickers | Boise, Idaho | 66 |
| 156 | Wm. J. Smith | Memphis, Tenn. (Mexican war) | 83 |
| 157 | George W. Mindil | 1925 Seventh avenue, New York City, N. Y | 63 |
| 158 | O. L. Mann | Chicago, Ill | 73 |

*List of brevet brigadier-generals of volunteers whose addresses have not been ascertained after careful inquiry, whose services qualify them as eligible to the provisions of the bill above named, if living.*

1. Adams, Charles W.
2. Bates, Delevan.
3. Brown, Lewis G.
4. Carnahan, Robert H.
5. Cummins, John K.
6. Curtis, William B.
7. Ely, William G.
8. Greene, James D.
9. Hall, Jairus W.
10. Hill, Jonathan A.
11. Hudson, John G.
12. Jones, Samuel B.
13. Litchfield, Allyne C.
14. Marple, William W.
15. Moore, Jonathan D.
16. Morrison, Joseph J.
17. Mullings, Hosea G.
18. Risdon, Orlando G.
19. Sohfield, Hiram.
20. Wills, Wilton.
21. Wood, James.
22. Wainwright, Charles S.
23. Welles, George E.
24. Wilson, James.
25. Anderson, Allen L.
26. Butler, Thomas H.
27. Thorp, Thomas J.

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*Death roll since introduction of volunteer retired list bill.*

| | Age. |
|---|---|
| Gen. John Eaton, Washington, D. C., February, 1906 | |
| Gen. John S. Gage, San Jose, Cal., March 10, 1906 | |
| Gen. John M. Thayer, Lincoln, Nebr., March 19, 1906 | 86 |
| Gen. Edward W. Serrell, New York City, April 24, 1906 | 80 |
| Gen. John G. Parkhurst, Coldwater, Mich., May 6, 1906 | 82 |
| Gen. Carl Schurz, New York City, May 14, 1906 | 76 |
| Gen. John McArthur, Chicago, Ill., May 16, 1906 | 80 |
| Gen. Edmund M. Pope, Grand Marais, Minn., June 5, 1906 | 69 |

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**MILITARY RECORDS OF CERTAIN MAJOR-GENERALS, BRIGADIER-GENERALS, AND BREVET BRIGADIER AND MAJOR GENERALS OF VOLUNTEERS OF THE UNITED STATES ARMY OF THE CIVIL WAR OF 1861-1865.**

[Preliminary statement of entry into service and muster out of service taken from the Biographical Register of the Army. Statement of service given by officers themselves.]

*Military record of Maj. Gen. Grenville M. Dodge.*

Dodge, Grenville M. Born Massachusetts, April 12, 1831. Enlisted Iowa. Mustered into United States service as colonel Fourth Iowa Infantry July 6, 1861; as bridadier-general volunteers March 21, 1862; as major-general volunteers June 7, 1864; resigned May 30, 1866.

*Served as follows:* Captain Council Bluffs Guards, July 15, 1856. Appointed colonel Fourth Iowa Infantry June 17, 1861, and ordered into camp at Council Bluffs. Commissioned colonel Fourth Iowa Infantry July 6, 1861. During July marched with part of his regiment to Missouri State line against Poindexter, who, with 1,200 Confederates, was threatening southwestern Iowa. Poindexter retreated when Dodge approached. Reported at St. Louis with Fourth Iowa Infantry August 13, 1861. Proceeded to Rolla, Mo., August 24, 1861. Assigned to command of post at Rolla October 9, 1861. Commanded expeditions to Houston and Salem November 1, 1861; enemy defeated in both engagements. Wounded in left leg December 15, 1861. Assigned to command of First Brigade, Fourth Division, Army of Southwest, January 21, 1862. Advanced to Springfield; that place occupied February 13, 1862. In engagements at Sugar Creek, February 17, 1862, and Cane Creek, February 20, 1862. Defeated Gates's command at Blackburns Mills February 27, 1862. Battle of Pea Ridge, March 6, 7, and 8, 1862; wounded in right side. Commissioned brigadier-general of volunteers March 31, 1862.

Reported to Major-General Halleck at Corinth June 6, 1862, and ordered by him to report to Brig. Gen. W. F. Quimby, commanding District of Columbus, to rebuild Mobile and Ohio Railroad. June 28, 1862, assigned to command of Central Division, Army of the Tennessee, with headquarters at Trenton, Tenn. Finished rebuilding Mobile and Ohio Railroad in August, and built stockades and earthworks at all its important bridges and stations. During the time in command at Trenton the captures of Dyersburg, Huntington, and O'Brien were made and Villipigue was defeated on the Hatchie River. September 29, 1862: By order of Maj. Gen. U. S. Grant was assigned to the command of the District of Columbus, Ky. Captured Colonel Faulkner and his command at Island No. 10. Also captured the State troops and conscripts, some 1,400 in number, 23 miles west of New Madrid. October 30, 1862: Assigned, by order of Maj. Gen. U. S. Grant, to command Second Division, Army of the Tennessee, at Corinth, Miss. November 15, 1862: Assigned to command of the District of Corinth, by order of Maj. Gen. U. S. Grant. Extensive fortifications and important works in and around Corinth finished while holding that command. December 1, 1862: A combined movement was made from Holly Springs and Corinth, in which his troops captured Tupelo and Okolona, Miss., defeating the enemy and capturing the stores at those places. December, 1862: By order of Maj. Gen. U. S. Grant moved to Lexington and Spring Creek, Tenn., driving Forrest across the Tennessee River.

February, 1863: Attacked Van Dorn's column at Tuscumbia, Ala.; place was captured with its stores, artillery, etc. April, 1863: In command Second Division, part of Fifth Division, and a portion of Cavalry Division of the Sixteenth Army Corps; made expedition in northern Alabama, defeating the forces of the

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enemy in the Tuscumbia Valley; during the movement the fights at Bear Creek, Cherokee, Burton Station, Leighton, and Town Creek occurred; immense quantities of stores for Bragg's army were captured and destroyed. April, 1863: Chalmers and Ruggles were attacked and defeated at Tupelo. June, 1863: Crossed the Tennessee River at Savannah; moved into Van Dorn's rear; captured the town of Florence, defeating its garrison. June 19, 1863: Attacked Furgeson's command on Big Muddy and stopped raid on Memphis and Charleston Railroad; fighting was severe and loss considerable. July 8, 1863: Assigned to command of left wing Sixteenth Army Corps with headquarters at Corinth. July 14, 1863: Defeated a portion of Roddy's command at Jackson, Tenn., and captured a large number of prisoners. August 15, 1863: Made raid on Grenada, Miss., capturing a large number of locomotives, cars, railroad stock, stores, etc., and defeated the enemy at Water Valley and Grenada.

While in command at Corinth organized and mustered into the service First West Tennessee Cavalry, First Alabama Cavalry, First Alabama Colored Infantry, and several companies of colored troops for siege artillery. October 30, 1863: Command was attached to command of Major-General Sherman, then moving into middle Tennessee. During months of November and December, 1863, rebuilt Nashville and Decatur Railroad, also pontoon bridges across Tennessee River at Decatur, Ala., and the Duck and Elk rivers, and constructed good and substantial earthworks and stockades at all the important bridges and points. During this time the command had several engagements with the enemy and captured and fortified Decatur, Ala. January, 1864: Organized and mustered into service Second and Third Regiments Alabama Colored Infantry. May 5, 1864: In command Sixteenth Army Corps in the field in Atlanta campaign; took part in the battles and engagements at Ships Gap May 6, Snake Creek Gap May 9, Resaca May 11, Estounala River May 12, Kenesaw Mountain, Dallas, Roswell, and Decatur July 21, Atlanta July 22, Ezra Church July 28. Commissioned major-general June 7, 1864. Wounded in head August 19, 1864. October 14, 1864: Ordered to City Point, Va., to visit General Grant. November 3, 1864: Assigned to command of district of Vicksburg and to command of left wing Sixteenth Army Corps. December 2, 1864: Assigned to the command of Department and Army of Missouri. December 9, 1864: Commissioned major-general Missouri State Militia. January 30, 1865: Department of Kansas added to Department of Missouri. Gen. Jeff C. Thompson surrendered Confederate forces in Arkansas. During January, February, and March, 1865, made Indian campaigns on the plains, opening up the stage lines and rebuilding telegraph lines which had been destroyed by the Indians. 1865–66 made Indian campaigns extending from Arkansas River on south to Yellowstone on north. In these campaigns several severe battles were fought by forces under Generals Sanborn, Ford, Conner, and Colonels Cole, Walker, and others; treaties of peace were made with the Comanches, Apaches, Southern Cheyennes, and other southern tribes, and a council was held with the Northern Cheyennes, Arapahoes, and Sioux at Fort Laramie, and basis for treaty agreed upon; for services in this campaign received the thanks of the legislature of Iowa. Resigned March 1, 1866. Accepted May 30, 1866.

*Military record of Brig. and Brt. Maj. Christopher C. Andrews.*

Andrews, Christopher C. Born, New Hampshire, October 27, 1829. Enlisted, Minnesota, October 11, 1861. Mustered into United States service as captain, Third Minnesota Infantry, November 4, 1861; as lieutenant-colonel December 1, 1862; as colonel August 9, 1863; as brigadier-general volunteers January 5, 1864; brevet major-general volunteers March, 1865; honorably mustered out January 15, 1866.

*Served as follows:* November, 1861, to July, 1862, guarding railroads in Kentucky and Tennessee. In action at Murfreesboro July 13, 1862. Prisoner of war July–December, 1862. Campaign of Vicksburg 1863. Campaign of Arkansas August–September, 1863. Commander post of Little Rock, Ark., September, 1863–April, 1864. In battle of Fitzhugh's Woods, Arkansas, April 1, 1864. Commanded column, Pine Bluff to Camden, Ark., May, 1864. In command at Devall Bluff, Arkansas, Second Division, Seventh Corps, July–December, 1864. In campaign of Mobile, Second Division, Thirteenth Corps, January–April, 1865. In command of district of Houston, Tex., July–August, 1865. Rendered service in the States of Kentucky, Tennessee, Mississippi, Arkansas, Alabama, and Texas.

As captain in Third Minnesota Infantry, November, 1861, to July, 1862,

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guarding railroads in Kentucky and Tennessee. In action at Murfreesboro July 13, 1862. Prisoner of war July–December, 1862. Campaign of Vicksburg, 1863, as lieutenant-colonel and colonel. Campaign of Arkansas August–September, 1863. Commander post of Little Rock, Ark., September, 1863–April, 1864. Commanded Union forces in battle of Fitzhughs Woods, Arkansas, April 1, 1864. Commanded column, Pine Bluff to Camden, Ark., May, 1864. In command of Second Division, Seventh Corps, at Devall Bluff, Arkansas, July–December, 1864. Command of Second Division, Thirteenth Corps, in campaign of Mobile, January–April, 1865. In command of district of Mobile, May, 1865. In command of district of Houston, Tex., July–August, 1865. Received commission as brevet major-general, signed by President Lincoln, March, 1865. Honorably mustered out of the service January 15, 1866.

*Military record of James A. Beaver in the United States Volunteer Army of the civil war, 1861–1865.*

Beaver, James A. Born, Pennsylvania; entered the service from Pennsylvania, first lieutenant Second Pennsylvania Infantry, April 21, 1861; honorably mustered out July 22, 1861; lieutenant-colonel Forty-fifth Pennsylvania Infantry October 21, 1861; resigned September 4, 1862; colonel, One hundred and forty-eighth Pennsylvania Infantry September 8, 1862; brevet brigadier-general volunteers August 1, 1864, for highly meritorious and distinguished conduct throughout the campaign, particularly for valuable services at Cold Harbor, while commanding a brigade; honorably discharged December 22, 1864.

*Served as follows:* General Beaver served in three Pennsylvania regiments during the civil war. On April 21, 1861, he responded to the call of President Lincoln for volunteers, and was commissioned first lieutenant of the Second Pennsylvania Infantry; October 21, he was appointed lieutenant-colonel of the Forty-fifth Pennsylvania, and September 8, 1862, colonel of the One hundred and forty-eighth Pennsylvania Regiment. He was actively engaged in the field with troops during the whole time of his service except when absent wounded. The Forty-fifth Regiment was ordered to Washington; on October 28 it was with the Army of the Potomac, and was reviewed by General McClellan.

The regiment was sent to Fortress Monroe, thence to South Carolina. Lieutenant-Colonel Beaver, with five companies, occupied Fort Walker and other fortifications covering the entrance to Port Royal for several months. He was engaged in several expeditions against Charleston; in one of these his command was attacked by a greatly superior force, but he held his position and repulsed the enemy.

The regiment was ordered back to Virginia and reached Brooks Station, on the Richmond and Potomac Railroad, while the second battle of Bull Run was being fought.

On the day the One hundred and forty-eighth regiment was mustered into service it was assigned to the duty of guarding the Northern Central Railroad. The regiment was soon ordered to join the Army of the Potomac, and became a part of the First Brigade, First Division, Second Army Corps. Colonel Beaver was in the notable campaigns of 1863 and 1864 in which the Army of the Potomac was engaged. After the battle of Gettysburg he followed the fortunes of the Army of the Potomac in pursuit of General Lee's army.

In 1864 Colonel Beaver was always at the front. From the Wilderness to Cold Harbor he bore an honorable part in every engagement. In the battle of Cold Harbor Colonel Beaver commanded a brigade and led it with great skill and intrepidity. Here he received a severe wound and of necessity left the field, but his action had been such that he was brevetted as brigadier-general for his distinguished gallantry.

Recovering sufficiently to return to his command General Beaver reached the front in time to take an active part in the battle of Reams Station August 20, 1864. He was again severely wounded, losing a leg in this action.

On account of this permanent disability General Beaver was honorably discharged December 22, 1864.

General Beaver showed himself to be a splendid leader of men. He inspired confidence and courage and exhibited great coolness and skill in action.

*Military record of Brig. and Bvt. Gen. William Birney.*

Birney, William. Born, Alabama, May 28, 1819. Enlisted, New Jersey, April 20, 1861. Mustered into United States service as captain, First New Jersey



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Infantry, May 22, 1861; as major, Fourth New Jersey Infantry, September 27, 1861; lieutenant-colonel August 26, 1862; as colonel January, 1863; as colonel Second United States Colored Infantry May 22 to December 22, 1863; as brigadier-general volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out August 24, 1865.

*Served as follows:* 1861. Enlisted April 20 in three-months New Jersey regiment, and May 10 for three years in First New Jersey Volunteers; May 22, captain; June, active service in Virginia; September 28, major Fourth New Jersey Volunteers.

1862. June 27 to August 12, captured with regiment at Gaines Mill battle, and prisoner of war till exchanged August 12; August 14, detailed to reorganize and command Fifty-seventh Pennsylvania Volunteers; commanded it August 29 and 30 at the battles of Groveton and Second Bull Run; August 26, lieutenant-colonel; October 11, assigned to reorganize and command the Thirty-eighth New York Infantry; commanded, December 13, the Thirty-eighth and Fortieth New York Infantry in the battle of Fredericksburg; protected the retreat of General Meade's troops: was wounded twice.

1863. January 6, colonel; May 22, detailed as inspector for the organization of colored troops; June 8, accepted colonelcy of Second U. S. Colored Troops; June, appointed brigadier-general, ranking from May 22; recruited, mustered in, and organized seven regiments and several companies of United States colored troops, pronounced by the Adjutant-General to have cost less than any troops of equal number in the service.

1864. February 12, ordered with troops to Hilton Head; March 12, to Beaufort, and April 15, to Florida; April 20, commanded district of Florida; July 31, ordered with brigade to General Grant in Virginia; commanded Third Division, Tenth Army Corps, to September; First Brigade, Third Division, to December 4, and Second Division, Twenty-fifth Army Corps, to April; breveted March 13 major-general for "gallant and meritorious service during the war."

1865. August 24, honorably discharged. Campaigned in six States; in active service from May, 1861, to August, 1865, including recruiting, etc., in Maryland, which was more dangerous than field service; took part in numerous skirmishes and in several principal battles, namely, the two Bull Runs, Fredericksburg, Chancellorsville, Gaines Mill, Chantilly, the siege of Richmond and Petersburg, and in the pursuit of Lee's troops to Appomattox.

*Military record of Brig. and Bvt. Maj. Gen. Cyrus Bussey.*

Bussey, Cyrus. Born in Ohio; colonel Third Iowa Cavalry, September, 1861; brigadier-general volunteers, January 5, 1864; brevet major-general volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out August 24, 1865.

*Served as follows*: Born, Ohio October 5, 1833; enlisted, Iowa; was senator in Iowa legislature when the civil war broke out. Took active part in placing Iowa on a war footing to aid the National Government and for home defense against the Confederate forces arming in Missouri. Was appointed on the military staff of Governor S. J. Kirkwood. He organized and armed the militia and dispersed a formidable movement for the invasion of Iowa and capture of Keokuk.

He was then urged by Governor Kirkwood and General Freemont to take a permanent command in the field. He was appointed colonel of the Third Iowa Cavalary September 5, 1861, which regiment he recruited to 1,200 men in ten days. His services were in the States of Missouri, Arkansas, Mississippi, and Indian Territory. He made a forced march of 200 miles in four days to join General Curtis, who was in pursuit of Price. He was at once assigned to command a strong brigade and participated in the bloody battle of Pea Ridge; and after the defeat of the enemy he led in their pursuit, routed them at Hentonville, and followed them to their stronghold in the Boston Mountains. He campaigned with General Steele until January, 1863, when he was assigned to the district of eastern Arkansas. He was given the command of the Second Cavalry Division under General Grant. He was in the Vicksburg campaign and bore a conspicuous part. Upon the surrender of Vicksburg he led the advance under General Sherman in the movement against Jackson, Miss., and was in the various engagements of that campaign against General Johnston's army.

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When promoted brigadier-general in January, 1864, he was assigned to the command of western Arkansas and Indian Territory, with the Third Division, Seventh Army Corps. General Bussey retained this command to the end of the war. His administration had the approval of the War Department and the friendly support of the citizens of Arkansas.

*Military record of Brig. Gen. Joshua L. Chamberlain.*

Born in Maine, 1828; professor languages, Bowdoin College, 1855–1862; lieutenant-colonel Twentieth Maine Volunteers, Army of the Potomac, campaign of 1862. Promoted colonel and greatly distinguished in campaign of 1863. Received Congressional medal of honor "for daring heroism and great tenacity in holding 'Little Round Top' and capturing 'Big Round Top' at Gettysburg, July 2, 1863."

Commanding brigade from that time and in the bloody battles of 1864. Desperately wounded in assault on Petersburg June 18. Of this General Grant says (Memoires, Vol. II, p. 297): "Col. J. L. Chamberlain was wounded on the 18th. He was gallantly leading his brigade at that time, as he had been in the habit of doing in all the engagements in which he had been engaged. He had several times been recommended for a brigadier-generalcy for gallant and meritorious conduct. On this occasion, however, I promoted him on the spot and forwarded a copy of my order to the War Department, asking that my action be confirmed and Chamberlain's name sent to the Senate for confirmation without delay. This was done, and at last a gallant and meritorious officer received partial justice at the hands of his Government, which he had served so faithfully and so well."

On the 1st of November, before he was able to mount his horse without assistance, he rejoined his brigade in the field and led his command with characteristic energy, early in the next year winning the brevet of major-general "for conspicuous personal gallantry in action," and receiving special commendation in orders "for prompt and skillful handling of his command in the battle of Five Forks." In this campaign also he was twice wounded.

In the following up and outflanking of Lee's army and the final action at Appomattox he commanded two brigades of the famous Fifth Corps. Of this last, General Griffin, the corps commander, says, in his official report: "In the last action General Chamberlain had the advance and was driving the enemy rapidly before him when the announcement of the surrender was made." Another honor awaited him here at the hands of General Grant, who designated him to command the ceremonies at the formal surrender of Lee's army.

The quotations indicated in this statement are taken from official orders and reports.

In 1865 he was recommended for promotion to major-general by all his superior commanders of the Army.

On the disbandment of the Army of the Potomac General Chamberlain was temporarily retained in the service. He declined a colonelcy in the Regular Army on its reorganization in 1866, and returned to Maine. Here he was honored with four successive terms as governor, after which he was president of Bowdoin College for twelve years. He is now residing in his old home, having the confidence and esteem of all who know him.

For more than forty years he has greatly suffered from his desperate wounds, frequently completely prostrated and requiring skilled surgical treatment. He is now in the seventy-eighth year of his age.

*Military record of Brig. and Bvt. Maj. Gen. Augustus L. Chetlain.*

Chetlain, Augustus L. Born Missouri December 26, 1824; enlisted Illinois April 18, 1861; mustered into United States service as captain, Twelfth Illinois Infantry, ——— 2, 1861; as lieutenant-colonel, May 3, 1861; as colonel, April 27, 1862; as brigadier-general volunteers, December 18, 1863; brevet major-general volunteers, June 18, 1865, for meritorious service; honorably mustered out January 13, 1866.

*Served as follows:* Regiment organized at Springfield, Ill., and mustered into the United States service for three months, May 2, 1861; ordered to Cairo, Ill., May 10; duty at Cairo till August 1; regiment reorganized and mustered into United States service for three years August 1, 1861; duty at Cairo till September 5; ordered to Paducah, Ky.; occupation of Paducah, September 6; assigned to command of post and forces at Smithland, Ky., September 24, 1861, to January 25, 1862.

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Rejoined regiment and advanced on Forts Henry and Heiman, First Brigade, Second Division, district of west Tennessee, February 1, 1862; operations against Fort Henry February 2, 1862; capture of Fort Henry February 6; occupation of Fort Heiman February 5 to 12; investment of Fort Donelson February 12 to 13; capture of Fort Donelson February 16; Second Brigade, Second Division, district of west Tennessee, February 21; expedition to Nashville February 22; at Clarksville till March 6; to Pittsburg Landing March 18; battle of Shiloh April 6 and 7, Second Brigade, Second Division, right wing, Army of Tennessee; advance and siege of Corinth, Miss., April 16; May 30, pursuit to Boonesville; duty at Corinth till September; Iuka, September 17 and 18; battle of Cornith, 3d and 4th; commanding post of Corinth, October, 1862, to May, 1863, Second Brigade, Second Division, right wing, Sixteenth Corps, Army of the Tennessee; upon recommendation of General Grant, appointed superintendent of recruiting service in Tennessee and west Kentucky department, subsequently extended to cover the State of Kentucky; in charge of the organization of colored volunteers in this district until January, 1865, having under his command at this date a force of 17,000 colored men; in command of post forces and defenses of Memphis, Tenn., January to October, 1865; commanding district of Talladega, Ala., October, 1865, to January 15, 1866.

*Military record of Brig. and Bvt. Maj. Gen. John Cook in the United States Volunteer Army of the civil war 1861–1865.*

Cook, John. Born, Illinois, June 12, 1825; enlisted, Illinois, April 25, 1861; mustered into United States service as colonel, Illinois infantry, April 25, 1861; honorably mustered out July 24, 1861; as colonel Seventh Illinois Infantry July 25, 1861; as brigadier-general of volunteers March 21, 1862; brevet major-general of volunteers August 24, 1865, for faithful and meritorious service; honorably mustered out August 24, 1865.

*Served as follows.*—With the Army of the Tennessee under General Grant, participating in all engagements from the battle of Belmont up to and including the battle of Shiloh; after battle of Shiloh was transferred to the East and assigned command of fortifications in front of Washington under command of Major-General Sturgiss; commanded brigade of reserves (6 regiments) as reserves to the Army of the Virginia, General Pope commanding; ordered with brigade to report to General McClellan (in camp at Alexandria) for transportation to the support of General Pope, then at Culpeper; failing to obtain transportation, was ordered to Washington for further orders, having turned over command to senior colonel of brigade; after General Pope's retreat the Department of the Northwest was organized and Pope assigned command, with headquarters at St. Paul, Minn.; was ordered to report to General Pope, and with a brigade was assigned command of the district of Dakota, with headquarters at Sioux City, Iowa; remained in the Department of the Northwest until the fall of 1864, when transferred to the command of the military district of Illinois, Department of the Ohio, General Hooker commanding; during this time the remains of President Lincoln arrived for final interment; was accorded the honor of commanding the troops composing the cortege that paid the last military honors to the nation's martyred chief, escorting the remains to their last resting place in Oak Ridge Cemetery, completing a continuous service of four years and four months.

*Military record of Brig. and Bvt. Maj. Gen. Joseph A. Cooper in the U. S. Volunteer Army of the civil war, 1861–1865.*

Cooper, Joseph Alexander. Born Kentucky, 1823; entered service from Tennessee; colonel First Tennessee Infantry, August 8, 1861; colonel Sixth Ten-Tennessee Infantry, May 18, 1862; brigadier-general volunteers, July 30, 1864; brevet major-general volunteers, March 13, 1865, for gallant and meritorious services in battles before Nashville, Tenn.; honorably mustered out, January 15, 1866.

*Served as follows:* General Cooper, a citizen of Knoxville, Tenn., at the time of the secession of that State, remained true to the Union; raised the first infantry regiment in Tennessee for the Union army; participated in all the great campaigns in that region; command was a part of the Army of the Cumberland, under Gen. George H. Thomas; General Cooper greatly distinguished himself for his ability and courage during General Hood's campaign against Nashville.

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*Military record of Brig. Gen. Newton M. Curtis in the U. S. Volunteer Army of the civil war, 1861–1865.*

Curtis, Newton Martin. Born New York, May 21, 1835; entered from New York; captain, Sixteenth New York Infantry, May 15, 1861; lieutenant-colonel One hundred and forty-second New York Infantry, October 22, 1862; colonel, January 21, 1863; brigadier-general volunteers, January 15, 1865; brevet brigadier-general volunteers, October 28, 1864, for distinguished services in the movement on the enemy's works near New Market, Va., and major-general of volunteers, March 13, 1865, for gallant and meritorious services at the capture of Fort Fisher, N. C.; awarded a medal of honor, May 28, 1891, for being the first man at Fort Fisher, N. C., January 15, 1865, to pass through the stockade, and personally led each assault on the traverses, and was four times wounded; honorably mustered out January 15, 1866.

*Served as follows:* In the Sixth Army Corps, Army of the Potomac, till October 17, 1862; as colonel of the One hundred and forty-second New York Infantry, assigned to command Second Brigade, Second Division, Tenth Army Corps; assigned to command First Brigade, same division and corps, June 10, 1864; assigned to duty as chief of staff of Major-General Ord; assigned to command southwest Virginia, July 1, 1865.

*Military record of Brig. and Bvt. Maj. Gen. Lewis A. Grant in the United States Volunteer Army of the civil war, 1861–1865.*

Grant, Lewis A. Born Vermont, January 17, 1829; enlisted Vermont command August 15, 1861; mustered into United States service as major Fifth Vermont Infantry August 15, 1861; as lieutenant-colonel September 25, 1861; as colonel September 16, 1862; as brigadier-general Volunteers April 27, 1864; brevet major-general Volunteers October 19, 1864, for gallant and meritorious service in the campaign before Richmond, Va., and in the Shenandoah Valley; honorably mustered out August 24, 1865; as Assistant Secretary of War April 5, 1890, to December 15, 1893; awarded medal of honor May 11, 1893, for having led his command at the battle of Salem Heights, Va., May 3, 1863, over the enemy's works and captured three battle flags, and was wounded in this attack.

*Served as follows.*—Continuously in the field with troops, and most of the time in Second Brigade, Second Division, Sixth Corps, Army of the Potomac; was in all the campaigns and in most of the battles of that corps and army; was wounded twice and had two horses shot in action; while lieutenant-colonel commanded regiment most of the time from October, 1861, to September, 1862; while colonel commanded regiment from September, 1862, to February, 1863, and brigade from February, 1863, to May, 1864; while brigadier-general commanded brigade from May, 1864, to close of active hostilities except when in command of division at different times; brigade was known as the "Old Vermont Brigade;" was particularly identified with brigade, and never separated from it; carried the heights of Fredericksburg, overlooking Mayres Heights, and captured prisoners and guns May 2, 1863; withstood and repulsed Lee's attack, and captured many prisoners at Salem Heights May 3, 1863, and held the entire front at night while the rest of the command crossed the river at Banks Ford; was on the extreme left of the army at Gettysburg July 3, 1863; while deployed as a skirmish line nearly 3 miles long repulsed attacks by strong lines of infantry near Funkstown, Md., July 10, 1863; was sent to New York during the draft riot; with two other small brigades attacked and held in check a largely superior force of Hill's corps on the Plank Road in the Wilderness May 5, 1864; the engagement was at short range and very severe, and the brigade lost in killed and wounded about one-half its officers and one-third its enlisted men, but it held the field and prevented the Second Corps from being separated from the rest of the army, and our reserve artillery and much transportation from probable capture; while in command of the division at Cedar Creek the morning of October 19, 1864, checked Early's advancing army; repulsed an attack by two divisions and another attack by three divisions, and when, in third attack by five divisions, the enemy came around our right, retired one-half mile, where a new line was established and held until General Sheridan came upon the field; the brevet rank of major-general Volunteers bears the date of Cedar Creek; brigade was selected to lead the attack of the Sixth Corps on the enemy's works at Petersburg April 2, 1865, which attack broke the line and caused the evacuation and the race to Appomattox.

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*Military record of Brig. and Bvt. Maj. Gen. David McM. Gregg in the United States Volunteer Army of the civil war, 1861–1865.*

Gregg, David McM. Born Pennsylvania, April 10, 1833; enlisted Pennsylvania; mustered into United States service as cadet Military Academy July 1, 1851 (8); brevet second lieutenant Second Dragoons July 1, 1855; as second lieutenant First Dragoons September 4, 1855; as first lieutenant March 21, 1861; adjutant April 12 to May 14, 1861; as captain Third Cavalry May 14, 1861; Sixth Cavalry, August 3, 1861; as colonel Eighth Pennsylvania Cavalry January 24, 1862; as brigadier-general Volunteers November 29, 1862; brevet major-general Volunteers August 1, 1864, for highly meritorious and distinguished conduct throughout the campaign, particularly in the reconnoissance on the Charles City road, Virginia; resigned from the United States Army and United States Volunteers February 3, 1865.

*Served as follows.*—Cadet at the United States Military Academy from July 1, 1851, to July 1, 1855, when he was graduated and promoted in the Army to brevet second lieutenant of dragoons, July 1, 1855; served in garrison at Jefferson Barracks, Mo., 1855–56; on frontier duty, second lieutenant, First Dragoons, September 4, 1855, at Fort Union, N. Mex., 1856; march to California, 1856; Fort Tejon, Cal., 1856–57; Fort Vancouver, Wash., 1857–58, and Fort Walla Walla, Wash., 1858; on Spokane expedition, 1858, being engaged in a desperate combat at Tohotsnimme, Wash., May 17, 1858; combat of Four Lakes, Wash., September 1, 1858; combat on Spokane Plain, September 5, 1858, and skirmish on Spokane River, September 8, 1858, and on frontier duty at Fort Walla Walla, Wash., 1859; Fort Dalles, Oreg., 1859–60; scouting against Snake Indians, 1860, being engaged in a skirmish near Harney Lake, Oreg., May 24, 1860; Warm Spring Reservation, 1860–61, and Fort Tejon, Cal., 1861.

First lieutenant, First Dragoons, March 21, 1861; served during the rebellion of the seceding States, 1861–1865; captain, Sixth Cavalry, May 14, 1861; in the defenses of Washington, D. C., September 1861, to March, 1862 (sick October 12, 1861, to January, 1862); colonel Eighth Pennsylvania Cavalry Volunteers, January 24, 1862; in the Virginia Peninsular campaign (Army of the Potomac), March-August, 1862, being engaged in the battles of Seven Pines and Fair Oaks, May 31, 1862; skirmishes at New Kent Court House, Savage Station, Bottoms Bridge, and White Oak Swamp, June, 1862; battle of Glendale, June 30, 1862; battle of Malvern Hill, July 1, 1862, and covering movement from Harrison's Landing to Yorktown, August, 1862; in the Maryland campaign (Army of the Potomac), September-November, 1862, being engaged in several skirmishes on the march to Falmouth, Va., October-November, 1862; in the Rappahannock campaign, commanding division of cavalry.

Brigadier-general United States volunteers, November 29, 1862; (Army of the Potomac), December, 1862-June, 1863, being engaged in the skirmish of Rappahannock railroad bridge, April 14, 1863, and "Stoneman's raid" toward Richmond, April 13 to May 2, 1863; in the Pennsylvania campaign (Army of the Potomac), June-July, 1863, being engaged at the combat of Beverly Ford, June 9, 1863; skirmish at Aldie, June 17, and at Upperville, June 21, 1863; battle of Gettysburg, July 2–3, 1863; skirmish at Shepardstown, July 16, 1863, and pursuit of the enemy to Warrenton, Va., July, 1863; in operations in central Virginia (Army of the Potomac), being engaged in the action at Rapidan Station, September 14; Beverly Ford, October 12; Auburn, October 14, and New Hope Church, November 27, 1863; in command of the Cavalry Corps (Army of the Potomac), March 26 to April 6, 1864, and in command of Second Cavalry Division (Army of the Potomac), April 6, 1864, to February 3, 1865, in the Richmond campaign, being engaged in the skirmishes at Todds Tavern (in command), May 5 and 7, 1864; skirmish at Ground Squirrel Church, May 11, 1864; combat of Meadow Bridge, May 12, 1864; battle of Hawes Shop, May 28, 1864; skirmish of Gaines House, June 2, 1864; battle of Trevillian Station, June 11, 1864; action of Tunstall Station June 21, 1864; action of St. Marys Church (in command), June 24, 1864; skirmish of Warwick Swamp, July 12, 1864; combat of Darbytown, July 28, 1864; skirmish at Lees Mill, July 30, 1864; in command of the cavalry of the Army of the Potomac, August 1, 1864, to February 3, 1865.

Brevet major-general U. S. Volunteers, August 1, 1864, for highly meritorious and distinguished conduct throughout the campaign, particularly in the reconnoissance of the Charles City road, actions about Deep Bottom, August 16–17, 1864; skirmishes and battle of Ream's Station, August 23–25, 1864; combat of

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Peebles's Farm, September 29–30, and of Vaughan Road (in command), October 1, 1864; battle of Boydton Plank Road, October 27, 1864; destruction of Stony Creek Station, December 1, 1864, and skirmish of Bellefield, December 9, 1864; resigned February 3, 1865.

*Military record of Brig. and Bvt. Maj. Gen. Thomas M. Harris in the United States Volunteer Army of the civil war, 1861–1865.*

Harris, Thomas M. Born Virginia, June 17, 1813; enlisted West Virginia, August 3, 1861; mustered into United States service as lieutenant-colonel Tenth West Virginia Infantry, March 17, 1862; as colonel, May 20, 1862; as brigadier-general volunteers, March 29, 1865; brevet brigadier-general volunteers, October 19, 1864, for gallant and meritorious service at the battle of Middletown, Va., and major-general, April 2, 1865, for gallant conduct in the assault on Petersburg, Va.; honorably mustered out April 30, 1866.

*Served as follows.*—In West Virginia from time of muster until June, 1864, principally at the outposts of Beverly and Buckhannon, W. Va.; was in command of these posts for a year; served in the Shenandoah Valley from June, 1864, to the close of the valley campaign as a brigade commander, and had an active part in all the great battles of that campaign, including Winchester, Fishers Hill, and Cedar Creek; received brevet brigadier-general's commission for services rendered at Cedar Creek; was assigned to command of a division formed from General Crook's command, and ordered to report to General Grant at City Point in December, 1864, and was by him assigned to service in the Twenty-fourth Army Corps, under General Gibbon; was in the battles of Petersburg, and at Appomattox silenced the last guns of the enemy; was the last brigadier-general appointed by President Lincoln; was detailed as one of the commission to try the assassins of President Lincoln; then assigned to the Freedman's Bureau, with headquarters at Fredricksburg, Va., under General Terry; was mustered out April 30, 1866; was then appointed lieutenant-colonel of the Thirty-first Infantry in the reorganization of the Regular Army, which position was reluctantly declined on account of ill health and the ill health of his family.

*Military record of Albert L. Lee in the United States Volunteer Army of the civil war, 1861–1865.*

Lee, Albert L. Born New York, January 16, 1834; enlisted Kansas, October, 1861; mustered into United States service as major Seventh Kansas Cavalry, October 29, 1861; as colonel, May 17, 1862; as brigadier-general volunteers, November 29, 1862; resigned May 4, 1865.

*Served as follows.*—In 1861 and early part of 1862 with his regiment on border of Missouri and Kansas; in May, 1862, with his regiment, joined Army of the Tennessee and commanded brigade of cavalry, under General Rosecrans, at battle of Corinth.

Later in same year commanded cavalry under General Grant in his campaign through Tennessee and Mississippi, participating in numerous battles; early in 1863, as brigadier-general, was assigned to Thirteenth Army Corps, then moving on Vicksburg; was chief of staff of General McClernand at battle of Champion Hill; commanded brigade of infantry at battle of Black River and in assault on Vicksburg, where he was severely wounded and sent north; in July, 1863, again reported to Grant at Vicksburg, and was sent with division of infantry to General Banks at New Orleans; was made chief of cavalry, Department of the Gulf; in 1864 commanded the cavalry in the Red River expedition, under General Banks; battles of Pleasant Hill and Sabine Cross Roads; later commanded cavalry, with headquarters at Baton Rouge, La., till resignation from service, May, 1865.

*Military record of Brig. and Bvt. Maj. Gen. Thomas J. Lucas in the United States Volunteer Army of the civil war, 1861–1865.*

Lucas, Thomas J. Born, Indiana, September 9, 1826; enlisted, Indiana; mustered into United States service as second lieutenant, Fourth Indiana Volunteers, May 28, 1847; honorably mustered out, July 20, 1848; as lieutenant-colonel Sixteenth Indiana Infantry, May 20, 1861; as colonel, May 6, 1862; honorably mustered out, May 23, 1862; as colonel Sixteenth Indiana Infantry,

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May 27, 1862; as brigadier-general volunteers, November 10, 1864; brevet major-general volunteers, March 26, 1865, for faithful and meritorious service during the campaign against the city of Mobile and it defenses from March 26 to April 12, 1865; honorably mustered out, January 15, 1866.

*Served as follows.*—With Company G, Sixteenth Indiana Regiment, in camp at Richmond, Ind.; from there to Baltimore, Md.; there to Harpers Ferry; camped there and patrolled Potomac River, with Banks's division, Abercrombie's brigade; was at Conrads Ferry or Balls Bluff under General Stone; crossed Potomac and occupied left flank Confederate army at Goose Creek Bridge; Sixteenth Regiment covered retreat; moved to Maryland and mustered out in May, 1862, with orders to reorganize regiment; completed organization and ordered to Lexington, Ky.; was at battle of Richmond in August, 1862; lost 200 men, killed, wounded, and missing in three battles that day.

At Memphis in 1862, under General Burbridge, A. J. Smith, division commander; thence to Chickasaw Swamps on Yazoo River, under Sherman; took part in first attack on Vicksburg; retreated from swamps, Sixteeth Regiment covering retreat; shipped to Arkansas Post; made attack on Arkansas Post, made two charges and captured fortifications; Sixteenth was first regiment on grounds; captured 7,000 prisoners; then to Youngs Point, opposite Vicksburg; participated in spring of 1863 in attack on Vicksburg; was in all battles in and about Vicksburg; was wounded three times at Vicksburg; then to New Orleans, under Banks, commander Department of Gulf; Sixteenth Regiment was made mounted infantry and was part of the First Brigade, myself commanding; was with Banks in Red River campaign, in all battles in that campaign and covered retreat to Grand Encore; had advance of army to Mississippi River; promoted to brigadier-general and put in command of brigade under General Canby and shipped to Florida; commanded all cavalry to surrounding of Fort Blakely; whipped Clanton's force, annihilated command; marched to Canton, where we destroyed bridge held by rebel force; then to Montgomery, Ala.; then to Vicksburg, and mustered out men whose terms had expired, and, the war being over, waited for orders. I served in Maryland, Pennsylvania, Virginia, Kentucky, Tennessee, Arkansas, Mississippi, Florida, Alabama, Louisiana, and Georgia.

*Military record of Franklin S. Nickerson in the United States Volunteer Army of the civil war, 1861–1865.*

Nickerson, Franklin S. Born, Maine; enlisted, Maine; mustered into United States service as major Fourth Maine Infantry, June 15, 1861; as lieutenant-colonel, September 9, 1861; as colonel Fourteenth Maine Infantry, November 25, 1861; as brigadier-general volunteers, November 29, 1862; resigned May 13, 1865.

*Served as follows.*—Immediately upon the first call of President Lincoln, obtained authority from the governor of Maine to raise a company. Headed the roll as a private and within three weeks had a full company; was elected captain and reported to the governor as ready for service; ordered to proceed to Rockland, Me., to await regimental formation; at regimental formation (Fourth Maine) was elected major; proceeded to Washington with regiment; took part in the first battle of Bull Run; specially commended in report of Brigade Commander O. O. Howard; subsequently elected lieutenant-colonel of Fourth Maine Regiment; in November, 1861, appointed colonel Fourteenth Maine Regiment and ordered to report to Gen. B. F. Butler at Boston, Mass., and by him ordered to Department of the Gulf, participating in all the engagements in the department, including the battle of Baton Rouge and siege of Port Hudson. At Baton Rouge his horse was shot from under him in action, and after the death of General Williams (killed in early part of action) the command of Union forces devolved upon him; was specially commended for "bravery and the splendid manner in which he handled his troops" and as "deserving well of his country;" promoted brigadier-general of volunteers and mustered in November, 1862; commanded brigade at Port Hudson during the siege, and after the wounding of Gen. T. W. Sherman was ordered to the command of his division; served continuously in the Department of the Gulf under Butler, Banks, and Canby. In addition to ordinary services, was ordered to Vicksburg to investigate that post, and appointed president of board to examine applicants for commissions in colored regiments.

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*Military record of Brig. Gen. and Bvt. Maj. Gen. Charles J. Paine in the United States Volunteer Army of the civil war, 1861–1865.*

Paine, Charles J. Born, Massachusetts, August 26, 1833; enlisted, Massachusetts, August, 1861; mustered into United States service as captain, Twenty-second Massachusetts Infantry, October 5, 1861; as major, Thirtieth Massachusetts Infantry, January 16, 1862; honorably mustered out March 27, 1862; as colonel Second Louisiana Infantry October 23, 1862; honorably discharged March 8, 1864; brigadier-general volunteers July 4, 1864; brevet major-general volunteers January 15, 1865, for meritorious and valuable service; honorably mustered out January 15, 1866.

*Served as follows.*—As captain Company I, Twenty-second Massachusetts Volunteer Infantry, around Washington, in Martindale's brigade of Fitz John Porter's divison; major, Thirtieth Massachusetts, at Ship Island; colonel Second Louisiana Volunteers (white) around New Orleans; later at Baton Rouge, La., in Colonel Dudley's brigade; at the beginning of the Port Hudson campaign my regiment was transferred to another brigade, of General Augur's division, and I was placed in command of the brigade and so continued at the taking of Port Hudson, and until in the autumn of 1863 the Second Louisiana was mounted and attached to a cavalry brigade of which I was given command. Brigadier-general volunteers; I was assigned in July or August, 1864, to the command of Third Division, Eighteenth Corps, Army of the James (colored division); in September was stationed at Deep Bottom, on north bank of James River, from which point I was ordered to attack the left of the enemy's lines on the Newmarket road on September 29; this was done with considerable loss, but complete success. On the organization of Twenty-fifth Corps (colored) my division was assigned to it and took part in both Fort Fisher expeditions and remained in North Carolina till the end of the war, becoming while there a part of a newly organized Tenth Corps.

*Military record of Brig. and Bvt. Maj. Gen. Byron R. Pierce in the United States Volunteer Army of the civil war, 1861–1865.*

Pierce, Byron R. Born, New York, September 20, 1829; enlisted, Michigan, May 13, 1861; mustered into United States service as captain, Third Michigan Infantry, June 10, 1861; as major, October 28, 1861; as lieutenant-colonel, July 25, 1862; as colonel, January 1, 1863; as brigadier-general volunteers, June 7, 1864; brevet major-general volunteers, April 6, 1865, for gallant service at the battle of Little Sailors Creek, Virginia; honorably mustered out, August 24, 1865.

*Served as follows.*—Richardson's brigade, Mills's division, McDowell's army, Blackburns Ford, Va., July 18, 1861; Bull Run, Va., July 21, 1861; Baileys Cross Roads, August 30, 1861; reconnoissance to Occoquan village, February 3, 1862; recconnoissance to Pohick Church and the Occoquan, November 10–14, 1861; First Brigade, Third Division, Third Corps, Yorktown, Va., April 4 to May 4, 1862; Third Brigade, First Division, Third Corps, Williamsburg, Va., May 5, 1862; Fair Oaks, May 31, 1862; seven days' fight before Richmond; Savage Station, June 29, 1862; Peach Orchard, June 29, 1862; Glendale, June 30, 1862 Malvern Hill, July 1, 1862; second Bull Run, August 29–30, 1862; Chantilly, September 1, 1862; duty in defense of Washington till November, 1862; Burnside's march, January 20–24, 1863; Third Brigade, Second Division, Third Corps, Chancellorsville, Va., May 1–3, 1863; wounded May 3 in left hand and right arm.

Gettysburg, Pa., July 2, 1863, wounded through left leg below knee; New York City and Troy, N. Y., August 17–September 17; Auburn, Va., October 1, 1863; Kellys Ford, November 7, 1863; Mine Run, November 29 and 30, 1863; Second Brigade, Third Division, Second Corps, March, 1864; First Brigade, Third Division, Second Corps, May, 1864; Wilderness, May 5–7, 1864; Todds Tavern, May 8, 1864; Po River, May 10, 1864; Spottsylvania, May 12, 1864; May 12 led the charge on the Salient; wounded in left leg, horse killed under him; commanding First Brigade, Third Division, Second Corps; North Anna, May 23 and 24, 1864; Cold Harbor, June 1 to 12, 1864; commanding Third Division, Second Corps, before Petersburg, June 11 to 22, 1864; wounded June 18 in left shoulder; Welden Railroad, June 22–23, 1864; Deep Bottom, July 27–28, 1864; Mine Run explosion, July 30, reserve; Strawberry Plains, August 14 to 18, 1864; Reams Station, August 25, 1864; Poplar Springs Church, Sep-

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tember 30–October 1, 1864; Boydtown Road, October 27–28, 1864; Fort Sedgwick, November 5, 1864; Dabneys Mills, February 5–7, 1865; Hatchers Run, March 28, 1865; White Oak Road, March 30–31, 1865; Boydtown Road, April 2. 1865; fall of Petersburg, April 3, 1865; Sailors Creek, April 5, 1865; Farmville, April 7, 1865; New Store, April 7, 1865; and Appomattox Court-House, April 9, 1865; mustered out of service August 24, 1865. This record was copied from the archives of the War Department in 1885.

*Military record of Brig. Gen. Green B. Raum in the United States Volunteer Army of the civil war, 1861–1865.*

Raum, Green Berry. Born, Illinois, December 3, 1829; enlisted Illinois, major Fifty-ninth Illinois Infantry, September 28, 1861; lieutenant-colonel, January 26, 1862; colonel, August 31, 1862; brigadier-general of volunteers, February 15, 1865; brevet brigadier-general of volunteers, September 19, 1864, for distinguished services during the war; resigned May 6, 1865.

*Served as follows:* In Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Alabama, Georgia, South Carolina, and Virginia. He served in a division composed of the Fourth Minnesota, the Fifth, Tenth, and Seventeenth Iowa, Forty-eighth and Fifty-ninth Indiana, Tenth, Company E, Thirty-second, and Twenty-sixth Missouri; the Fifty-sixth, Sixty-third, Seventy-second, and Ninety-third Illinois; Eightieth Ohio and Eighteenth Wisconsin Infantry, and the Sixth and Twelfth Wisconsin batteries. The division commanders were from time to time Generals Schuyler, Hamilton, Plummer, C. S. Hamilton, Quinby, John E. Smith, and Raum. His regiment garrisoned Paducah, Ky.; was in siege of Corinth; in Second Brigade, composed of Eightieth Ohio, Tenth Missouri, and Company E, Thirty-second; Seventeenth Iowa and Fifty-sixth Illinois regiments (later the Twenty-sixth Missouri was assigned to the brigade), Col. E. R. Eckley, commanding; in battle of Corinth. On the second day General Price assaulted and carried the Union line north of the Tishamingo Hotel and held the works. The Fifty-sixth Illinois and Tenth Missouri regiments were in reserve. Lieutenant-Colonel Raum engaged General Price's forces, ordered and led a bayonet charge, recaptured Fort Powell and battery, and repulsed reenforcements. The Tenth Missouri followed this lead and also recaptured a fort and battery. These two regiments turned the tide of battle. Gen. C. S. Hamilton commanded division.

Was in General Grant's Vicksburg winter campaign in central Mississippi; returning north forces concentrated at Memphis; division assigned to Seventeenth Army Corps, commanded by Gen. J. B. McPherson, General Quinby now commanding division. In Vicksburg campaign; for a time at Helena, Ark.; in Yazoo Pass expedition, making fruitless attempt to gain the rear of Vicksburg; two divisions on steamer convoyed by gunboats passed through the broken levee into Moon Lake, thence by connecting streams down to reach the Yazoo; returning went to Millikens Bend, where the Thirteenth, Fifteenth, and Seventeenth Army Corps were concentrated, General Grant commanding. Generals McClernand, Sherman, and McPherson commanding corps; Admiral Porter present with 15 gunboats; regiment occupied Richmond, La., at the time gunboats and steamboats run the Vicksburg batteries, only one boat being destroyed; marched with Thirteenth and Seventeenth Corps to Hard Times Landing opposite Grand Gulf; gunboats unable to silence Grand Gulf batteries located on high ground. These batteries were also run by gunboats and steamers; Colonel Raum assigned to duty of occupying Grand Gulf when abandoned and to make it base for supplies; performed that duty to satisfaction of General Grant; here he first met General Sherman while Fifteenth Army Corps crossed river.

Joined brigade at Champion Hill;; battle of Big Black, May 17; movement on Vicksburg, May 19; assault, May 22; reenforcement of General McClernand, May 22, siege of Vicksburg; assigned to command brigade June 11; reenforced General Logan with Fifty-sixth Illinois and Seventeenth Iowa on assault of crater of Fort Hill, loss very heavy; marched into Vicksburg with brigade July 4; division now commanded by Gen. John E. Smith; division sent to Helena, Ark., September, 1863; assigned to Fifteenth Army Corps to reenforce Chattanooga; corps under General Sherman assembled at Memphis; marched 350 miles to Chattanooga, arriving in position north of city November 22 and 23; battle opened afternoon of 23d by General Thomas; the Fifteenth Corps crossed Tennessee River that night; on 24th attacked north end of Missionary Ridge;

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same day Hooker fought and won battle of Lookout Mountain; November 25, great battle of Missionary Ridge, Hooker on right, Sherman on left, Thomas in center, Confederates pressed at all points; Thomas assaulted and carried the center, Bragg's forces routed; Raum's brigade lost 240 men, he shot through left thigh; after marching to the relief of Knoxville Fifteenth Corps assembled at and near Huntsville, Ala.; Colonel Raum rejoined brigade at Huntsville February 15, 1864; brigade on outpost duty on Tennessee River and railroad.

Atlanta campaign, May, 1864: For short time held railroad from Huntsville east; advanced to Chattanooga; ordered back to Huntsville to meet expected cavalry attack; held railroad from Dalton to Tilton, Resaca, Calhoun, Adairsville, Kingston, Cartersville, Allatoona to Ackworth, and from Kingston to Rome, more than 100 miles; constant encounters with Confederate cavalry; brevetted brigadier-general while at Resaca; Raum discovered Wheeler's cavalry raid; set forces in motion to meet him; promptly repaired the broken railroad; General Raum assumed command of division in September, headquarters at Cartersville; met General Hood's northern movement in October; caused reenforcement of Allatoona Pass by General Corse; General Corse defeated General French; General Raum telegraphed General Sherman his opinion that Hood was moving on Resaca; General Sherman reached Cartersville October 11 in advance of army; is urged by General Raum to move upon Resaca to meet Hood; October 12 General Sherman heads his army for Rome, but at request of General Raum assigned him troops to reenforce Resaca; that afternoon General Hood demanded surrender of Resaca and was refused; troops from Calhoun moved to Resaca; at 2 o'clock at night General Raum arrived with reenforcements and held the place against General Hood, who destroyed 25 miles more of railroad and captured garrisons at Tilton and Dalton; General Sherman, advised by General Raum of General Hood's presence at Resaca, made a forced march to that place in pursuit of General Hood, who, passing through the gaps in the mountains, retreated into Alabama.

General Sherman directs General Raum to hasten repairs of railroad for preparation for his great campaign through Georgia; rebuilding of 37 miles of railroad accomplished in fourteen days; General Raum marched from Resaca to Atlanta, arriving November 14; great march began next day; the Fifteenth Army Corps moved upon Macon, Ga., General Raum's brigade rear guard; Confederate authorities made great efforts to concentrate a force to meet Sherman's veteran army, but without effect; Gen. Joseph Wheeler, with a large Confederate cavalry force, hung upon the flanks of Sherman's army and met General Kilpatrick in battle, but the progress of the march was not impeded; more than 200 miles of railroad was destroyed; Fort McAllister was taken; the fleet under Admiral Dahlgren was communicated with; Savannah was besieged; General Hardee withdrew his forces and the mayor officially surrendered the city; we marched into Savannah December 23, 1864; January 16, 1865, General Raum broke camp and, crossing the Savannah River on a pontoon bridge, entered South Carolina, marching to Pocatiligo, the place of rendezvous; this brigade was commanded by Colonel Eckley, General Sullivan, Colonel Holmes, General Raum, Colonel Deimling, Col. Clark R. Weaver, and Gen. W. T. Clark.

General Raum now became the bearer of dispatches from General Sherman to the War Department. He was appointed brigadier-general and assigned to duty under General Hancock in the Shenandoah Valley, where he first commanded a brigade and then a division; early in May, the war being ended, visited Washington by authority of the Secretary of War, and tendered his resignation May 6, 1865.

*Military record of Brig. Gen. William H. Seward in the United States Volunteer Army of the civil war, 1861–1865.*

Seward, William Henry, jr. Born June 18, 1839, Auburn, N. Y., in the homestead erected in 1816 by his maternal grandfather, Judge Elijah Miller, now known as the "Seward mansion." He was the third and youngest son of William H. Seward, Secretary of State, and of Frances A. Seward. In 1857, desiring to support himself and gain a business knowledge, he secured a clerkship in a large hardware store in Albany, where he remained two years. In 1859 he relinquished his clerkship to become the private secretary of his father, then a United States Senator in Washington. Here he made the personal acquaintance of many of the most distinguished public men of that day.

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In June, 1860, married Miss Janet M. Watson, and to them have been born three children, Cornelia, wife of Frederick I. Allen, attorney and counsellor at law, and now United States Commissioner of Patents; William H. Seward, jr., attorney, of the firm of Underwood, Storke & Seward, and Miss Frances Janet. During this year, in conection with his early friend, Clinton D. MacDougall, he projected and organized, in Auburn, N. Y., the banking house of William H. Seward & Co. Early in 1862 he was appointed by Governor Morgan one of the war committee of his Congressional district, of which committee he was made secretary; during this summer he was engaged in enlisting and forwarding troops. In August, leaving his business interests in trustworthy hands, he accepted the appointment of lieutenant-colonel of the regiment then organizing, the One hundred and thirty-eighth New York Volunteers, soon afterwards changed to Ninth New York Heavy Artillery; in September, 1862, his regiment was first assigned to duty in Haskins's division, Twenty-second Army Corps, defenses of Washington, where, under the direction of the Engineer Department, Lieutenant-Colonel Seward took an active part in the construction of several of the large forts north of the Potomac; among them, and the most important, was Fort Foote, at Rosiers Bluff, where he mounted and used the largest land ordnance then known to the service.

This fort is one of the few of those historic landmarks of the rebellion still standing. In the spring of 1863 Lieutenant-Colonel Seward was sent by President Lincoln, under the direction of the War Department, on a delicate secret mission to New Orleans and to General Banks, then operating on the Bayou Teche in Louisiana; this service was satisfactorily accomplished, but not without much danger and hardship. In May, 1864, the Ninth Artillery, under Colonel Seward's command, he having been promoted to colonel, joined the Army of the Potomac at Hanover Court-House, and became a part of the Second Brigade, Rickett's Third Division, Wright's Sixth Army Corps, under General Grant. From this time forward he participated in many of the engagements around Petersburg and Richmond, among which was the battle of Cold Harbor, where he led in person a successful assault on the rebel earthworks in front of his command with a loss to his regiment of 142 killed and wounded; for gallant service in this engagement General Rickett's division received special commendation from General Meade. On July 6, with one battalion, four companies of his regiment, Colonel Seward was hurriedly sent, with part of Rickett's division, to Frederick, Md., to oppose General Early, who was advancing upon Baltimore and Washington.

At the battle of Monocacy, which took place July 9, and proved to be one of the most obstinately contested battles of the war, lasting most of the day, he was wounded in the arm and sustained a broken leg by the fall of his horse, shot under him on the final charge. Gen. Lew Wallace, in command of the Union forces, in a dispatch to Washington, reported Colonel Seward "as having acted with rare gallantry." Soon after his services were emphasized by an autograph letter from Secretary of War Stanton, inclosing his appointment as brigadier-general of volunteers for "gallant and meritorious services." As soon as his wounds permitted he was sent to Martinsburg in command of the First Brigade, Third Division, Department of West Virginia, then operating in the Shenandoah Valley, and for a short time, after the capture of General Crook, he was in command of the same division at Harpers Ferry. His military service ended with his resignation June 1, 1865, at the close of the war.

*Military record of Alexander Shaler in the United States Volunteer Army of the civil war, 1861–1865. (To correct the official record in Washington.)*

Shaler, Alexander. Born, Connecticut, March 19, 1827; mustered into United States service as major Seventh Regiment New York State Militia April 19, 1861; as lieutenant-colonel Sixty-fifth New York Volunteers June 11, 1861; as colonel July 17, 1862; as brigadier-general, United States Volunteers, May 26, 1863; as brevet major-general, United States Volunteers, July 27, 1865, for meritorious services during the war; honorably mustered out August 24, 1865; awarded "medal of honor" November 25, 1863, for having at a most critical moment, when the head of the column was being crushed by the severe fire of the enemy's artillery and infantry, pushed forward with a supporting column, pierced the enemy's works, and turned their flank at Maryes Heights, Fredericksburg, Va., May 3, 1863.

*Served as follows:* When the news that Fort Sumter had been surrendered reached New York on Saturday, the 13th of April, 1861, he took the first train

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for Washington; Sunday a. m., the 14th, was taken by Colonel Ellsworth to the White House and introduced to Hon. Simon Cameron, Secretary of War, and Messrs. John Hay and John G. Nicolay, the two latter, with Colonel Ellsworth, being the President's private secretaries. In offering his services to the Government Mr. Cameron learned that the volunteer was major of the New York Seventh Regiment, and immediately exclaimed: "The greatest service you can render, sir, at the present time is to return immediately to New York and hasten the Seventh Regiment on to Washington." Major Shaler did so, and the Seventh Regiment left New York on the 19th with full ranks, armed and equipped for field service; was with the Seventh Regiment in the first column of troops that crossed over into Virginia over Long Bridge, and aided in the construction of Fort Runyon, May 24.

After the return and muster out of the Seventh Regiment New York State Militia he organized the First United States Chasseurs, which was afterwards commissioned (June 11, 1861) as Sixty-fifth New York Volunteers, with Hon. John Cochrane as colonel. This regiment became a part of Graham's brigade, Buel's division, in the Army of the Potomac while in Washington. In the Peninsular campaign was in Couch's division of Key's (fourth) corps; was in all the principal battles—siege of Yorktown, Williamsburg, Fair Oaks, and Malvern Hill, followed by Antietam, Md.; in Couch's division September, 1862; Fredericksburg, Va., 1862; in Sixth Corps, second Fredericksburg, Va., and Salem Church, Va., 1863, and Gettysburg, Pa., 1863. In the winter of 1863–64 his brigade was sent to Johnsons Island, Sandusky Bay, Ohio, to strengthen the guard and take charge of a Confederate prison containing about 2,000 officers, and in the spring of 1864 General Shaler rejoined the Army of the Potomac with three of his regiments. In the battle of the Wilderness, May 6, 1864, he was captured by the enemy and confined in Macon, Ga., and in Charleston, S. C., under the fire of Union batteries; exchanged in Charleston Harbor, August 3, 1864; upon reporting for duty at the War Department was ordered to report to General Canby in New Orleans, La., who assigned him to a brigade in Second Division of the Nineteenth Corps, with headquarters at Memphis, Tenn. In reporting to Gen. J. J. Reynolds at Memphis with his brigade, December, 1864, he was placed in command of the Second Division, Seventh Army Corps, and of the White River district, Department of Arkansas, with headquarters at Devalls Bluffs, Ark.

Mustered in, April 19, 1861; mustered out, August 24, 1865.

Length of service, four years, four months, and five days.

*Military record of Brig. and Bvt. Maj. Gen. Alexander S. Webb in the United States Volunteer Army of the civil war, 1861–1865.*

Webb, Alexander S. Born, New York; enlisted, New York; mustered into United States service as cadet, Military Academy, July 1, 1851 (13); brevet second lieutenant, Fourth Artillery, July 1, 1855; as second lieutenant, Second Artillery, October 20, 1855; as first lieutenant, April 28, 1861; as captain, Eleventh Infantry, May 14, 1861; as major, First Rhode Island Light Artillery, September 14, 1861; as lieutenant-colonel, A. I. G. (assigned), August 20, 1862, to June 28, 1863; as brigadier-general volunteers, June 23, 1863; honorably mustered out of volunteer service, January 15, 1866; as lieutenant-colonel Forty-fourth Infantry, July 28, 1866; transferred to Fifth Infantry, March 15, 1869; unassigned, March 24, 1869; brevets—major, July 3, 1863, for gallant and meritorious service at the battle of Gettysburg, Pa.; as lieutenant-colonel, October 11, 1863, for gallant and meritorious service at the battle of Bristow Station, Va.; as colonel, May 12, 1864, for gallant and meritorious service at the battle of Spottsylvania, Va.; as brigadier-general, March 13, 1865, for gallant and meritorious service in the campaign terminating with the surrender of the insurgent army under Gen. R. E. Lee; as major-general, March 13, 1865, for gallant and meritorious service during the war, and major-general volunteers, August 1, 1864, for gallant and distinguished conduct at the battles of Gettysburg, Pa., Bristow Station, the Wilderness, and Spottsylvania, Va.; honorably discharged, December 5, 1870, at his own request; awarded medal of honor, September 28, 1891, for distinguished personal gallantry at the battle of Gettysburg, Pa., July 1–3, 1863.

*Served as follows.*—He was a cadet at the United States Military Academy July 1, 1851, to July 1, 1855, when he was graduated and appointed brevet second lieutenant, Fourth Artillery, July 1, 1855; second lieutenant, Second Artil-

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lery, October 20, 1855; first lieutenant, April 28, 1861; captain, Eleventh Infantry, May 14, 1861; major, First Rhode Island Light Artillery, September 14, 1861; lieutenant-colonel, A. I. G. (by assignment), August 20, 1862; brigadier-general of volunteers, June 23, 1863; honorably mustered out of volunteer service, January 15, 1866; lieutenant-colonel Forty-fourth Infantry, July 28, 1866; transferred to Fifth Infantry, March 15, 1869; unassigned, March 24, 1869.

He received the brevets, of major, July 3, 1863, for gallant and meritorious services at the battle of Gettysburg, Pa.; lieutenant-colonel, October 11, 1863, for gallant and meritorious services at the battle of Bristow Station, Va.; colonel, May 12, 1864, for gallant and meritorious services at the battle of Spottsylvania, Va.; brigader-general, March 13, 1865, for gallant and meritorious services in the campaign terminating with the surrender of the insurgent army under Gen. R. E. Lee; major-general, March 13, 1865, for gallant and meritorious services during the war, and major-general volunteers, August 1, 1864, for gallant and distinguished conduct at the battles of Gettysburg, Pa., Bristow Station, the Wilderness, and Spottsylvania, Va.

He was awarded a medal of honor "for distinguished personal gallantry in the battle of Gettysburg."

He was on duty at the Military Academy July 5 to August 28, 1855.

He joined his regiment January 9, 1856, and served with it in Florida, in operations against hostile Seminole Indians, to November 19, 1856; at Fort Independence, Mass., to July 3, 1857; absent sick to September 20, 1857; with company at Fort Snelling, Minn., to October 31, 1857.

On duty as assistant professor of mathematics at the United States Military Academy November 10, 1857, to January 7, 1861, and on duty with the West Point Light Battery to April 5, 1861; with battery at Fort Pickens, Fla., to July 4, 1861; in the field in Virginia to August 12, 1861; assistant to chief of artillery, Army of the Potomac, to August 20, 1862; inspector-general and chief of staff of Fifth Army Corps to November, 1862; inspector of artillery, camp of instruction, Camp Barry, D. C., to January 18, 1863; inspector-general Fifth Army Corps to June 26, 1863; commanding Second Brigade, Second Division, Second Corps (temporarily commanding Second Division, Second Corps, August 16 to September 5, 1863), to October 7, 1863; commanding Second Division, Second Corps, to April 5, 1864, and First Brigade, Second Division, Second Corps, until severely wounded at the battle of Spottsylvania, Va., May 12, 1864; absent sick on account of wounds to June 21, 1864; superintendent of recruiting for Second Army Corps and on court-martial duty in New York City to January, 1865; chief of staff to General Meade, headquarters Army of the Potomac, January 11 to June 28, 1865; acting inspector-general, Division of the Atlantic, July 1, 1865, to February 21, 1866, and on leave of absence to June 13, 1866.

Principal assistant professor of geography, history, and ethics at the Military Academy July 1, 1866, to October 21, 1868.

He joined his regiment October 24, 1868, and commanded it at Washington, D. C., to March 30, 1869.

At Richmond, Va., commanding First military district, April 2 to 20, 1869, after which latter date he performed no duty, having been, at his own request, left without assignment in the consolidation of infantry regiment.

On November 25, 1870, he requested to be discharged from the military service under the provisions of section 3, act July 15, 1870, to take effect December 31, 1870, and was honorably discharged accordingly.

During his service he participated in the following battles, actions, etc.:

Siege of Yorktown, April and May, 1862; Mechanicsville, May 27, 1862; Honover Court House, May 27, 1862; Gaines Mill, June 27, 1862; Malvern Hill, July 1, 1862; Antietam, September 17, 1862; Shepherdstown, September 19, 1862; Snickers Gap, November 14, 1862; Chancellorsville, May 2 to 5, 1863; Gettysburg, July 1 to 3, 1863; Bristow Station, October 14, 1863; Mine Run campaign, November 26 to December 2, 1863; Mortons Ford, February 6, 1864; Wilderness, May 5 to 6, 1864; Spottsylvania, May 8 to 12, 1864; siege of Petersburg, January to April, 1865; Hatchers Run, February 5 and 6, 1865.

*Military record of Charles Francis Adams in the United States Volunteer Army of the civil war, 1861–1865.*

Adams, Charles Francis. Born, Massachusetts; enlisted, Massachusetts; mustered into United States service as first lieutenant, First Massachusetts Cavalry, December 28, 1861; as captain, December 1, 1862; honorably mustered out, September 1, 1864; as lieutenant-colonel Fifth Massachusetts Cavalry,

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September 8, 1864; as colonel, March 14, 1865; brevet brigadier-general of volunteers, March 13, 1865, for distinguished gallantry and efficiency at the battles of Secessionville, S. C., South Mountain and Antietam, Md., and for meritorious service during the war; resigned August 1, 1865.

*Served as follows:* From early January to August, 1862, served with regiment, either as first lieutenant or as acting regimental adjutant, in South Carolina, being present at the operations before Charleston in July of that year; from September, 1862, to January, 1864, was with regiment—First Massachusetts Cavalry—in Virginia, Maryland, and Pennsylvania, taking part in all the campaigns of that period, including the battle of Antietam, the Fredericksburg movement under General Burnside, the Gettysburg campaign, and the subsequent operations in Virginia up to and including the Mine Run movement; early in 1864 had first leave of absence, returning to command in April of that year; command was then detached to serve at the headquarters of Army of the Potomac; continued with it until September of that year, when he was transferred to the Fifth Massachusetts Cavalry, then stationed at Point Lookout; remained with regiment at Point Lookout until April, 1865, when the regiment was ordered into the field and took part in the final operations which resulted in the surrender at Appomattox; was in command of the brigade when the army under General Weitzel entered Richmond; shortly after was invalided, and was mustered out of service the 1st of July, 1865; during period of service was under the command of Gen. T. W. Sherman, General Benham, General McClellan, General Burnside, General Hooker, General Meade, General Grant, and General Weitzel; entire service extended over a period of three years and six months.

Should the bill now petitioned for, providing for a retired list for those officers of the civil war who served over two years and a half, attaining the rank of colonel and brevet brigadier-general, be passed, I wish to say that it is not my intention to take advantage of it. On the contrary, I have explicitly stated to the Senators and certain Representatives from Massachusetts that personally I have no interest whatever in the passage of the act referred to.

*Military record of Robert N. Adams in the United States Volunteer Army of the civil war, 1861–1865.*

Adams, Robert N. Born, Ohio, September 15, 1835; enlisted, Ohio, Oxford, April 13, 1861; mustered into United States service as private Company B, Twentieth Ohio Infantry, April 18 to August 18, 1861; captain, Eighty-first Ohio Infantry, August 30, 1861; as lieutenant-colonel May 19, 1862; as colonel August 12, 1864; brevet brigadier-general of volunteers March 13, 1865, for meritorious service during the war; honorably mustered out July 13, 1865.

*Served as follows:* Continuously with troops in the field from April, 1861, to the close of the war, 1865; served in western Virginia four months as private in Company B, Twentieth Regiment Ohio Volunteer Infantry, under Generals McClelland and Rosecrans; mustered out August 18, 1861; recruited Company C for the Eighty-first Ohio Volunteer Infantry for three years, or during the war, and was mustered as captain of same August 30, 1861; served in the campaigns of Missouri from September, 1861, to March, 1862; in the battle of Shiloh, April 6 and 7, 1862, after which in hospital at St. Louis with typhoid fever for two months; September, 1862, joined regiment at Corinth, Miss., having been promoted meanwhile to lieutenant-colonel; commanded regiment during battle of Corinth, October 3 and 4, 1862; was in the action at Bear Creek and other minor engagements in the spring of 1863; joined General Sherman's army, 1864, at Chattanooga, Tenn.; participated in the battles of Resaca, Rome Cross Roads, Dallas, Kenesaw Mountain, at the crossing of the Chattahoochee River, and the battles on the 22d and 28th of July before Atlanta, and also at Jonesboro, August 31, where both I and my horse were wounded; led the charge that recaptured the De Grass battery on the 22d of July; was transferred from the Sixteenth to the Fifteenth Corps, Army of the Tennessee, having been promoted to the Eighty-first Ohio Volunteer Infantry August 12, and was assigned to the command of the Second Brigade, Fourth Division, Fifteenth Army Corps, and retained command of same on the march to the sea and through the Carolinas to peace; was brevetted brigadier-general of volunteers March 13, 1865.

*Military record of Ira Coray Abbott in the United States Volunteer Army of the civil war, 1861–1865.*

Abbott, Ira Coray. Born State of New York, December 14, 1824; enlisted Michigan April 19, 1861; mustered into United States service as captain, First

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Michigan Infantry May 1, 1861; honorably mustered out August 7, 1861; as captain, First Michigan Infantry September 12, 1861; as major April 28, 1862; as lieutenant-colonel August 30, 1862; as colonel March 18, 1863; brevet brigadier-general Volunteers March 13, 1865, for gallant and meritorious service during the war; resigned December 22, 1864. During the three months' service the regiment was in Wilcox's brigade at Alexandria, Va., and same brigade and Heintzelman's division at the first battle of Bull Run, Va., July 21, 1861, where I received a wound in left side of head.

*Served as follows:* Captain of Company G, First Michigan Three Months' Volunteer Infantry, from May 1, 1861, to August 7, 1861, when mustered out of service. Reenlisted August 17, 1861, and was mustered as captain and assigned to Company B, First Michigan Three Years' Volunteer Infantry, at Ann Arbor, Mich.; transferred to the District of Columbia and thence to Maryland from October 1, 1861, to January 1, 1862, and up to March 10, 1862; removed to Fort Monroe, or Camp Hamilton, Va., where it arrived March 12; assigned to General Wool's division; about June 16 transferred to the Army of the Potomac, near Richmond, and assigned to First (Martindale's) Brigade, First (Morrell's) Division, Fifth Corps, commanded by Fitz-John Porter; engaged with the enemy at Mechanicsville June 26, and at Gaines Hill June 27, 1862; at Savage Station June 28, and at the various engagements and skirmishes in which our brigade, division, and corps took part, ending with the battle of Malvern Hill, July 1, 1862.

Subsequently in Maryland from about September 25, 1862, to November 1; thence to Virginia, and in the battle of Fredericksburg, Va., December 12, 13, and 14, 1862, in which battle I was twice wounded. January, February, March, April, May, and June in reconnoissances and skirmishes with the enemy; at Chancellorsville, Va., May 1 to 5, 1863, in battle, where I received two slight wounds; was one of three picked regiments as infantry to support the cavalry fight at Brandy Station, Va., June 9, 1863. En route to Gettysburg, Pa., skirmished with the enemy near Aldie and Snickers Gap, Va. In battle at Gettysburg, Pa., on the 2d day of July was severely wounded; after partial recovery reported to the medical director at Washington, D. C., and by reason of being disabled for duty was asigned to duty on a general courts-martial, on which I served during the fall and winter of 1863 and 1864. In January I assisted in securing the reenlistment of my regiment, of which I had been in command from about September 2, 1862, up to the date of being wounded at Gettysburg, July 2, 1863; being disabled for duty by reason of wounds and other disabilities, was assigned to court-martial duty until I resigned and was honorably discharged December 22, 1864, having been in service three years and about eight months. As indicated above, I held commissions as captain, major, lieutenant-colonel, and colonel of the First Michigan Volunteer Infantry, and was brevetted brigadier-general of volunteers.

*Military record of Smith D. Atkins in the United States Volunteer Army of the civil war, 1861–1865.*

Atkins, Smith D. Born New York June 9, 1835; enlisted Illinois April 17, 1861; mustered into United States service as captain Illinois infantry April 30, 1861; as major March 21, 1862; resigned April 17, 1862; as colonel Ninety-second Illinois Infantry September 4, 1862; brevet brigadier-general volunteers January 12, 1865, and major-general volunteers March 13, 1865, for gallant and meritorious service; honorably mustered out June 21, 1865.

*Served as follows:* Continuously with troops in the field; as captain in battles of Forts Henry and Donelson; as A. A. A. G., Fourth Division, Army of the Tennessee, in battle at Pittsburg Landing; resigned on account of ill health April 17, 1862; mustered as colonel Nintey-second Illinois Volunteers September 4, 1862; joined Granger's corps at Covington, Ky.; January 13, 1863, assigned to command First Brigade, First Division (Baird), Granger's corps, and commanded that brigade until July 1, 1863, when, his regiment having been mounted and attached to Wilder's brigade, he commanded his regiment; served in the cavalry in campaign against Chattanooga; September 4, 1863, detached from brigade and reported direct to General Rosecrans; entered Chattanooga September 9, 1863, at 10 a. m., driving out Bragg's cavalry, and at 3 p. m. on battlefield of Chickamauga September 19, 1863, joined Wilder's brigade and served with it until April 4, 1864, when he was attached to Kilpatrick's cavalry and commanded his regiment; November 24, 1864, assigned to

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command of Second Brigade, Kilpatrick's division, marching with Sherman to Savannah, Ga., where, on January 12, 1865, was promoted to brevet brigadier-general, and assigned to duty under his brevet commission by the order of President Lincoln, and commanded that brigade of cavalry through the Carolinas to the close of the war; was under fire in more than 100 minor battles and skirmishes; twice wounded; one horse shot under him.

*Military record of James H. Baker in the United States Volunteer Army of the civil war, 1861–1865.*

Baker, James H. Born, Ohio; enlisted, Minnesota; mustered into United States service as colonel Tenth Minnesota Infantry November 17, 1862; brevet brigadier-general volunteers March 13, 1865, for faithful and meritorious service; honorably mustered out October 21, 1865.

*Served as follows:* Entered service as colonel of Tenth Minnesota Infantry November 17, 1862; brevetted brigadier-general United States Volunteers March 13, 1865; commanding post of Le Sueur, Minn., on Indian frontier till last of May, 1863; took most important part with majority of regiment in execution of 38 Sioux Indians at Mankato December 26, 1863; commanding regiment on Sibley's expedition continuously in the field against the Sioux, taking full part in every engagement as follows: Battle of Big Mound September 12, 1863; July 24, battle of Dead Buffalo Lake; July 29, 1863, battle of Stony Lake; battle of the Missouri River July 30, 1863.

Ordered south with regiment September 18, 1863; sent to Benton Barracks, Mo., by command of Major-General Schofield, assigned as commanding officer, post of St. Louis, October 23, 1863; engaged in provost and guard duty, with military prisons' commissary and quartermaster stores, five forts around city making exacting work; assigned to command of first subdistrict of Missouri, embracing seven counties, making active field service; daily trouble and skirmishes with bushwhackers; transferred to command of Major-General Rosecrans, and engaged in pursuit of Price in Missouri during September, 1864, with part of Sixteenth Army Corps; returning, assigned as president of the military board, St. Louis, by Special order of Secretary of War Stanton, to be made provost-marshal-general, Department of Missouri, which was done December 26, 1864, by order of Major-General Dodge; honorably mustered out of service October 21, 1865; belonged to the Army of the Tennessee, Department of the Missouri.

*Military record of James Barnett in the United States Volunteer Army of the civil war, 1861–1865.*

Barnett, James. Born, Cherry Valley, N. Y., June 20, 1821; enlisted, Ohio, September 3, 1861; mustered into United States service as colonel First Ohio Light Artillery October 16, 1861; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service; honorably mustered out October 15, 1864.

*Served as follows:* First service. Colonel of organization officially designated as the "First Regiment of Light Artillery, Third Brigade, Fourth Division, Ohio Volunteer Militia;" entered the field April 21, 1861; participated with the command in campaign in West Virginia in the action at Philippi and at Carricks Ford, and the other skirmishes, marches, etc., incident to that campaign; mustered out with the command at Columbus, Ohio, July 27, 1861; entered the service as colonel of the First Regiment Ohio Volunteer Light Artillery (consisting of 12 batteries of six guns each with horses and caissons) on September 3, 1861.

Recruited the regiment, leaving Camp Dennison and taking the field with a portion of the command at the battle of Mill Spring, Ky.; reported to General Buel at Louisville January 18, 1862; assigned to Artillery Reserve, Army of the Ohio, March 14, 1862; March 31 to April 5–7, battle of Pittsburg Landing, siege of Corinth; occupation of Corinth, May 3 to June 6; assigned to Gen. C. C. Gilbert's Third Corps, Army of Ohio, as chief of artillery, September, 1862; pursuit of Bragg to Crab Orchard to October 1; battle of Prrysville, October 9; appointed chief of artillery, Fourteenth Corps, Gen. A. McD. McCook commanding; assigned to duty as chief of artillery, Army of the Cumbrland, November 24, 1862; Murfreesboro campaign and Stone River detailed as chief crdnance officer, Department of the Cumberland; campaign and occupation of



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Tullahoma from June 24, 1863, to July 1, 1863; Chattanooga campaign, battle Chickamauga, September 18 to 21; battle Mission Ridge, November 24, 25; reorganized the artillery and placed in command of two divisions of Artillery Reserve to October, 1864, at Nashville, Tenn.; mustered out October 20, 1864; participated in battle of Nashville December 16, 1864, as volunteer aid to General Thomas; brevetted to brigadier-general March 13, 1865; brevetted to major-general March 13, 1865.

*Military record of Orion A. Bartholomew in the United States Volunteer Army of the civil war, 1861–1865.*

Bartholomew, Orion A. Born, Indiana, September 4, 1837; enlisted, Danville, Ind., April 17, 1861; mustered into United States service as sergeant, A, Seventh Indiana Infantry, April 26, 1861; honorably mustered out August 2, 1861; as second-lieutenant, Seventieth Indiana Infantry, August 1, 1862; as first lieutenant, April 25, 1863; as lieutenant-colonel, Fifteenth United States Colored Infantry, January 1, 1864; as colonel One hundred and ninth United States Colored Infantry, June 25, 1864; brevet brigadier-general volunteers March 13, 1865, for meritorious service during the war; honorably mustered out March 9, 1866.

*Served as follows.*—Continuously with troops in the field; June and July, 1861, in western Virginia, participated in the engagements at Phillipi, Rich Mountain, Cheat River, and Carracks Ford; enlisted in Seventieth Indiana Regiment, Benjamin Harrison, colonel; campaigned in Kentucky and Tennessee; participating in engagements of the regiment until November, 1863; the regiment was assigned to the First Brigade, Third Division, Twentieth Army Corps.

November 16, 1863, appointed lieutenant-colonel of the Fifteenth United States Colored Troops, after passing a favorable examination at Nashville, Tenn.; reported at Columbia, Tenn., and assumed command of regiment; recruited regiment at Columbia and Shelbyville, Tenn.; in February, 1864, ordered to Nashville, Tenn., for special duty; in June 1864, under orders from the War Department, placed in charge of the organization of colored troops for Tennessee and reported to Gen. R. D. Mussey. Among others, organized One hundredth and One hundred and first United States colored troops; June 25, 1864, appointed by the President colonel of the One hundred and ninth United States colored troops, and ordered to Louisville, Ky., to organize the regiment; it was the first regiment of colored troops organized in Kentucky, and its officers were all from the field and represented every important battle that had then been fought, except the battle of Pea Ridge, Mo. The organization was completed on July 4, on which day, by orders of General Chetlain, it was reviewed by him, the regiment passing in front of his headquarters in the city of Louisville, Ky.; ordered to Louisa, Ky., and thence to City Point, Va., where the regiment was assigned to First Brigade, Second Division, Twenty-fifth Army Corps; October, November, and December, 1864, and 1865 to the close of hostilities, with the Army of the James, and in the engagements about Richmond and Petersburg and in the closing campaign against Lee's army to the surrender at Appomattox. In June, 1865, went from City Point, Va., embarking at Norfolk, around the coast of Florida, via Mobile and New Orleans, to Indianola, Tex., where the regiment did duty until February, 1866, when it was ordered to Louisville, Ky., for discharge, and mustered out March 9, 1866. Commanded the brigade frequently in Virginia and occasionally in Texas.

*Military record of John L. Beveridge in the United States Volunteer Army of the civil war, 1861–1865.*

Beveridge, John L. Born, New York, July 6, 1824; enlisted, Illinois, August 25, 1861; mustered into United States service as major, Eighth Illinois Cavalry, September 18, 1861; honorably discharged, November 2, 1863; as colonel Seventeenth Illinois Cavalry, January 28, 1864; brevet brigadier-general volunteers, March 7, 1865; honorably mustered out, February 7, 1866.

*Served as follows:* With his regiment in the field in the Army of the Potomac in Virginia, Maryland, and Pennsylvania, from October 12, 1861, to November 2, 1863, except thirty days' absence on leave and two weeks in hospital; participating in the battles of Williamsburg, Fair Oaks, in seven days' fight around Richmond, White Oak Swamp, Malvern Hill, Fredericksburg, Chancellorsville, Gettysburg, and sundry skirmishes, including five running fights be-

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tween the Rappahannock and Culpeper—twice on retreat and thrice in advance.

In the campaign of 1862 the Eighth Illinois Cavalry, the Eighth New York Cavalry, and the Eighth Pennsylvania Cavalry were brigaded, and commanded successively by Colonel Davis of the Eighth New York Cavalry and Colonel Farnsworth of the Eighth Illinois Cavalry. In the campaign of 1863 the Eighth Illinois Cavalry was assigned the post of honor, the right of the First (Gamble's) Brigade of the First (Buford's) Division of the Cavalry Corps of the Army of the Potomac. In command of his regiment Major Beveridge led the advance of the Army of the Potomac to Gettysburg, and his regiment was first to receive the enemy's fire on that historic battlefield. At the request of Governor Yates, he resigned to accept the colonelcy of a cavalry regiment authorized to be raised by the Secretary of War. He recruited and organized the Seventeenth Illinois Cavalry and served with his regiment in the Department of the Missouri. He was active during the Price raid, moving with his regiment from Alton, Ill., down the Mississippi to St. Louis, up the Missouri to Jefferson City, marching across the country to Rolla, thence to Cuba, to the relief of General Ewing, later governor of Missouri; driven out of Pilot Knob by General Price; marching back to Jefferson City with the command of General McNeil; defending the capital of Missouri against the attack of Price's army; pursuing that army westward, fighting it at Independence; westward to Kansas City, fighting it at the Blue; southward along the State border, fighting it at the Osage, capturing Generals Cabal and Marmaduke; compelling the enemy to burn his train; driving Price's army, broken and shattered, out of the State, beyond Cassville, and returning, via Springfield and Lebanon, to Rolla, having been over thirty days in the saddle, over one-third of his command having dropped out of the ranks, their horses disabled by fatigue and hunger. He commanded the military subdistricts at Ste. Genevieve, Pilot Knob, Kansas City, Warrensburg, and Rolla, Mo.; mustered out the Missouri State troops; supervised the removal of all troops and military stores, and turned southwest Missouri over to the civil authorities. He was retained in the service after the muster out of his regiment, by order of the Secretary of War, as president of a military commission in St. Louis. He was four years and fifty-five days in the military service of the United States, and one hundred and eleven days in recruiting Company F, Eighth Illinois Cavalry, and the Seventeenth Illinois Cavalry.

*Military record of Judson Bishop in the United States Volunteer Army of the civil war 1861–1865.*

Bishop, Judson W. Born, New York, June 24, 1831; enlisted, Minnesota, June, 1861; mustered into United States service as captain, Second Minnesota Infantry, June 26, 1861; as major, May 16, 1862; as lieutenant-colonel, October 15, 1862; as colonel, March 26, 1865; brevet brigadier-general, June 7, 1865, for meritorious service; honorably mustered out, July 11, 1865. Date of commissions, captain, June 26, 1861; major, March 21, 1862; lieutenant-colonel, August 26, 1862; colonel, July 14, 1864; brevet brigadier-general, April 9, 1865.

*Served as follows.*—Mustered in as captain of Company A, Second Minnesota Volunteer Infantry, at Fort Snelling, June 26, 1861; commanded post and garrison at Fort Ripley, Minn., July, August, and September, 1861; in October returned to Fort Snelling, and with regiment went to Kentucky, where were included in Third Brigade, First Division, Army of the Ohio, Gen. George H. Thomas commanding the division; was engaged in the campaign and battle (Jan. 19, 1862) of Mill Springs, Ky.; thence returning to Louisville, went by river to Nashville, Tenn., and thence marched to the battlefield of Shiloh; participated in the siege and capture of Corinth (April, 1862), and later in the march to Winchester, Tenn., and thence, in September, to Nashville and to Louisville; thence to Perryville, Ky., where participated in the battle of October 8; thence marched to Gallatin, Tenn., and spent November, December, and January in that vicinity; in February, 1863, moved via Nashville and Murfreesboro to vicinity of Concord Church and Triune.

In June took part in the Tullahoma campaign, and later in the campaign and battle of Chickamauga (Sept. 19–20, 1863). (In October the Army was reorganized and the brigade became the Second in Third Division, Fourteenth Army Corps.) Engaged in November in the operations at Chattanooga, culminating in the assault and capture of Missionary Ridge (Nov. 25, 1863). At Chattanooga the regiment, in December, reenlisted, and in January went to Minnesota

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on "veteran furlough," where 150 recruits were enlisted and accompanied it to the front in March, 1864. Participated in the four months' campaign and in the capture of Atlanta (Sept. 2, 1864); accompanied General Sherman in the march to Savannah in November and December, and in February and March, 1865, in the march and campaign through the Carolinas to Raleigh, ending in surrender of the Confederate army under General Johnston; thence to Washington—the grand review (May 24, 1865)—and thence to Louisville, Ky., where the regiment was mustered for discharge, July 11, and thence to Fort Snelling, Minn., where it was finally discharged (July 20, 1865).

General Bishop commanded his regiment most of the time from June, 1863, to the end; was commissioned colonel in June, 1864, but could not be so mustered until he had recruited the regiment to the required strength, in March, 1865; meantime he had been commended in official reports for gallant and meritorious conduct at Chickamauga and at Missionary Ridge, and had been twice recommended by the corps and army commanders for commission as brigadier-general by brevet, which commission was finally issued April 9, 1865; as lieutenant-colonel and colonel he commanded his brigade at various times; had his horse shot in action at Chickamauga and at Kenesaw Mountain; served continuously with his regiment in the field from June 26, 1861, to July 20, 1865; had no hospital record during his term of service. In his official report of the battle of Chickamauga Col. Ferdinand Van Derveer, commanding the brigade, says: "It is a noticeable fact that the Second Minnesota had not a single man among the missing or a straggler during the two days' engagement."

*Military record of John C. Black in the United States Volunteer Army of the civil war, 1861–1865.*

Black, John C. Born, Mississippi, January 27, 1839; enlisted, Crawfordsville, Ind., April 14, 1861; mustered into United States service as private and sergeant-major, Eleventh Indiana Infantry, April 25 to August 4, 1861; as major Thirty-seventh Illinois Infantry, September 5, 1861; as lieutenant-colonel, July 12, 1862; as colonel, December 31, 1862; brevet brigadier-general volunteers, April 9, 1865, for gallant service in the assault on Fort Blakely, Ala.; awarded medal of honor October 31, 1893, for the battle of Prairie Grove, Ark., December 7, 1862, where he gallantly charged the position of the enemy and captured a battery and where he was severely wounded; resigned August 15, 1865.

*Served as follows:* In Kentucky, Virginia, and Maryland during three months' service; Missouri, Arkansas, Tennessee, Mississippi, Louisiana, Florida, Alabama, and Texas during later service; served in the armies of the Southwest—the Army of the Frontier, the Army of Observation, the Army of the Tennessee—and, as auxiliary service in 1861, while the Army of the Potomac; commanded Fourth Brigade Reserve Corps, Military Division of the Mississippi; was in the field with troops during all of his military service except when home on furlough and when home wounded. His first engagement was at Romney, Va., June 11, 1861; last engagement was at the storming of the Blakely batteries at Mobile, April 9, 1865; participated in the battles of Pea Ridge, Prairie Grove, siege of Vicksburg, siege of Mobile, and numerous minor engagements intervening.

*Military record of Robert C. Bradshaw in the United States Volunteer Army of the civil war, 1861–1865.*

Bradshaw, Robert C. Born, Platte County, Mo., March 13, 1820; enlisted at St. Joseph, Mo.; mustered into the United States service as private, Company A, 1861; as first lieutenant, Twenty-fifth Missouri Infantry, August 1, 1861; as captain, May 16, 1862; resigned January 1, 1864; as major Eighty-seventh Missouri, enrolled military, July 13, 1864; as lieutenant-colonel, July 15, 1864; as colonel Forty-fourth Missouri Infantry, September 20, 1864; brevet brigadier-general volunteers, March 13, 1865, for gallant service during the war; honorably mustered out August, 1865.

*Served as follows:* In the field with company, guarding bridges July and August, 1861; reported with regiment to Col. James A. Mulligan at Lexington, Mo., September 4; engaged in the battles of September 12, 18, 19, and 20; surrendered with Union troops to Gen. Sterling Price; exchanged November 15, 1861; assisted in recruiting the Twenty-fifth Missouri Volunteers during the

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winters of 1861–1862; reported with regiment March 28, 1862, to Gen. U. S. Grant at Savannah, Tenn.; assigned to the First Brigade, Sixth Division, Army of the Tennessee; commanded company and during the battle of Shiloh, Tenn., April 6–7; continuously with the Army of of the Tennessee until September 8, 1862, when the regiment was ordered to St. Louis, Mo.; detailed as regimental recruiting officer; rejoined regiment December 5 at Arcada, Mo.; with the Army of the Southeast Missouri, commanded by General Davidson, during the winter of 1862–1863; March 5, 1863, ordered with regiment to St. Joseph, Mo.; detailed as president of Military Commission; June 20 rejoined the regiment en route for New Madrid, Mo.; detailed incharge of regiment on special duty building fortifications at New Madrid; December 1 reported with regiment to Gen. A. J. Smith at Columbus, Ky., who ordered the regiment to Union City, Tenn., where the regiment was consolilidated and was thereafter known as the First Missouri Engineers.

Resigned January 1, 1864; August 4, 1864, authorized by Gen. Willard P. Hall to recruit the Forty-fourth Missouri Volunteer Infantry; September 14, 1864, ordered by Gen. W. S. Rosecrans with regiment to Rolla, Mo.; November 8, ordered with regiment to Paducah, Ky.; November 24, ordered with regiment to Nashville, Tenn.; ordered by Gen. George H. Thomas to report with regiment to Gen. J. M. Schofield at Columbia, Tenn.; reported and was assigned to Colonel Strickland's brigade, Gen. Thomas H. Rugers's division; November 29 was assigned with regiment as rear guard to army in retreat; three men wounded in battle of Spring Hill; November 30, 1864, arrived at Franklin, Tenn., at 2 o'clock p. m.: assigned position left of regiment covering Columbia pike, right extending west; three horses killed under him on the pike; desperately wounded while leading regiment in a charge to retake line of works; captured by the enemy; reported killed and left on the battlefield; received in said battle 8 gunshot wounds; in hospital at Franklin until July, 1865, before it was safe to be moved, these wounds incurred in the line of battle rendering him an invalid the remainder of his life. (See Historic Records, War of the Rebellion, 1861–1865, Vol. X, Series I, p. 284; Vol. XLV, pp. 353, 365, 367, and 390.)

*Military record of William J. Bolton in the United States Volunteer Army of the civil war, 1861–1865.*

Bolton, William J. Born, Pennsylvania, October 22, 1833; enlisted, Pennsylvania, April 20, 1861; mustered into United States service as captain, Fourth Pennsylvania Infantry, April 20, 1861; honorably mustered out July 25, 1861; as captain, Fifty-first Pennsylvania Infantry, September 12, 1861; as major, September 17, 1862; as colonel, June 26, 1864; brevet brigadier-general of volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out July 17, 1865.

*Served as follows:* Served continuously with troops during the entire war in the First, Second, and Third divisions of the Ninth Army Corps; served in the following armies: Northeastern V. A., Department of North Carolina, Army of Virginia, Potomac, 1862; Department of Virginia, Ohio, Military Division of the Mississippi, Sherman's expeditionary army, Military Division of the Tennessee, Potomac, 1864–65; participated in 53 battles and minor engagements, the most important being Roanoke Island, Newberne, N. C.; Bull Run (2), South Mountain, Antietam (shot through the mouth); Vicksburg, Miss.; Jackson, Miss.; siege of Knoxville, Tenn.; Wilderness, Spottsylvania, Cold Harbor, Va.; Crater, and all the operations against Petersburg; wounded at the crater, ball remaining in jaw seventeen years; operated on without success, and finally coughed it up, weight being 273 grains. Campaigned in the following States: Virginia, North Carolina, Maryland, Mississippi, Kentucky, and Tennessee; was military governor of Alexandria, Va., in 1865, in temporary command of a provisional brigade, Third Division, Ninth Army Corps.

*Military record of Edward Bouton in the United States Volunteer Army of the civil war, 1861–1865.*

Bouton, Edward. Born, New York, April 12, 1834; enlisted, Illinois, August, 1861; mustered into United States service as captain First Illinois Light Artillery, February 10, 1862; as colonel Fifty-ninth United States Colored Infantry,

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June 28, 1863; brevet brigadier-general of volunteers, February 28, 1865; honorably mustered out January 31, 1866.

*Served as follows:* Was authorized by Governor Yates in August, 1861, to recruit and organize a battery in Chicago, where engaged in business; was mustered as captain First Illinois Light Artillery, February 10, 1862; proceeded to St. Louis and outfitted and drilled battery; proceeded up Tennessee River in time to participate in battle of Shiloh, April 6 and 7, and pursuit of Beauregard, April 8, with Sherman's division; participated in siege of Corinth, having a hard fight at Russell House the 17th of May, which was participated in by no other artillery than Bouton's battery; participated in fight at Holly Springs on morning of July 4, 1862; accompanied Sherman's command from Memphis, November 21, 1862, and participated in fight at Wyatts on the Tallahatchie, about November 28; when depot of supplies was burned at Holly Springs fell back with army from Yockney to Lagrange, Tenn.; was chief of artillery of Sherman's old division under Gen. J. W. Denver and Gen. William Sovey Smith.

On May 4, 1863, was ordered by Adjt. Gen. Lorenzo Thomas, under authority of President Lincoln, to organize colored troops at Memphis and on line of Memphis and Charleston Railway. Under this order I organized the Fifty-fifth, Fifty-ninth, and Sixty-first regiments of infantry and Smith's and Lamborn's batteries; I was mustered as colonel of Fifty-ninth Colored Infantry June 28, 1863; I commanded these troops during their entire term of service, until mustered out the last of January, 1866. In command of these and other troops I did garrison and picket duty at Memphis and on the line of the Memphis and Charleston Railroad from Memphis to Corinth from July, 1863, to January, 1866, making various excursions into Mississippi, Tennessee, and Arkansas. On June 10, 1864, with two of my regiments and Smith's battery, I participated in the disastrous battle of Guntown under S. D. Sturgis, following which, with some 450 men, I formed a rear guard for Sturgis's routed and demoralized command for two days and nights from Guntown, Miss., to Germantown, Tenn., 81 miles, during all of which time there was not two hours that I was not under fire. Forrest's pursuit and attacks were so vigorous and persistent that I had two men killed in the edge of Germantown, where General Washburn had sent two fresh brigades to relieve us.

General Washburn pronounced this act one of the most gallant deeds recorded in history. After only three or four days in Memphis I again took the field with a fresh command, under A. J. Smith, who had arrived from Red River with the Sixteenth Corps. On July 13, with some 4,500 men, white and colored, from 4 o'clock a. m. to 9 p. m., I marched from Pontetoc to Tupelo, 22 miles, guarding a loaded supply train of 300 wagons and fought four separate hard engagements, each against superior numbers and each successful. Gens. A. J. Smith and Joseph E. Mower, commanding corps and division, respectively, declared this achievement unsurpassed within their knowledge. On the 14th we fought the main battle of Tupelo, and that night Forrest, being reenforced by a fresh brigade, made a night attack on my lines, which was repulsed by a bayonet charge that was said to be the only effective bayonet charge made in the night during the war. In the afternoon of July 15 my command had a hard fight with a portion of Forrest's command at Oldtown Creek.

In January, 1865, the important office of provost-marshal of Memphis being in a very bad condition, I was selected to try to straighten it affairs. That service was well described by Col. Robert Cowden, as follows:

"After many failures and losses and when confusion and distrust has long run riot General Bouton was appointed provost-marshal of the city, which made him, for the time, dictator in affairs military and civil, including all trade privileges and care of abandoned property, of which there was much; prisons, scouts, detectives, the police, and sanitary regulation of the city; in short, everything in and immediately about the city. With the most careful management an expenditure of $9,000 a month was necessary to efficient government. In the exercise of his usual fidelity and the appointment of only the most trustworthy subordinates in every department he soon introduced order; collected and disbursed money; paid all past indebtedness, heavy as it was, and current expenses; and at the end of six months handed the government of the city over to the newly elected municipal officers, and turned over several thousand dollars to the special fund of the War Department.

"Still another service of first-class importance to the United States Government and to the subjugated Southland did General Bouton render that marked

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him as a man of more than ordinary sagacity. While he was yet provost-marshal of Memphis Col. Sam Tate, of the late rebel army, came in to take the prescribed oath of allegiance. Having done this he expressed a desire to recover control of the Memphis and Charleston Railroad, of which he was president. The Government no longer needing the road for military purposes, General Bouton drew up a plan or agreement at the suggestion of Gen. John E. Smith by which not only this, but other southern roads in this section were finally returned to their owners. One of the first and principal stipulations in the agreement was that no claim should ever be made against the Government for the use of or damage to said roads while they were being used for military purposes. All parties in the interest of the company having signed the agreement, General Bouton proceeded in person to New Orleans and to Nashville and secured the approval of Generals Canby and Thomas, department commanders.

"Colonel Tate then went to Washington to complete with General Grant, the Secretary of War, and the Quartermaster-General, all arrangements for the transfer of the property. No sooner had he done this than he presented a claim against the Government, which President Johnson, an old friend of his, ordered paid. Enemies of President Johnson charged that he received a part of this, and during the impeachment trial desired General Bouton's evidence on the contract. But, at the suggestion of General Grant, he never appeared, and soon after went to California, where he has ever since lived. After Johnson's death it was developed that he did not receive a dollar of Tate's money.

"General Sherman's esteem of General Bouton was tersely expressed in the following language not long before my last handshake with the aged hero. Said he, 'I think well of General Bouton. I always found him the right man in the right place. He is an honest, modest, brave, true soldier, and capable of filling any position he will accept.'

"ROBERT COWDEN,
"*Late Lieutenant-Colonel, commanding Fifty-Ninth U. S. Colored*
"*Infantry, Dayton, Ohio, April 17, 1895.*"

After the Mississippi River was opened to commerce nearly all shipments of merchandise and cotton were under military permits. Fully three-fourths of the business between Cairo and New Orleans was done under permits issued at Memphis, so that the office of issuing permits was a very important one.

Charges of bribery and corruption in issuing permits were frequent, and three cases were proven and officers dismissed by sentence of court-martial. Finally President Lincoln telegraphed Grant at City Point to put an honest officer in charge of issuing military permits at Memphis. Grant repeated the order to Thomas at Nashville, and he to Washburn at Memphis, who selected me for the position.

The first day on duty a popular ex-army officer, who was operating heavily in cotton and merchandise, came into my private office with a cash offer of $40,000 if I would sign permits allowing him to send a steamboat load of supplies up the Yazoo and bring out a load of cotton. I refused him all permits, and promised imprisonment on a repetition of any such proposition.

The second day a prominent mercantile firm made a similar proposition, and I unceremoniously sent a file of soldiers to escort them to Irving military prison and locked them up. In ten days I had all this bribery business broken up, and no more of it was heard of until all military restrictions were removed. The ex-army officer referred to above cut an important part in the whisky frauds in St. Louis under General Grant's first Administration.

Cotton was bought in the Confederate lines at 13 to 16 cents in Confederate money and sold in Memphis at 35 to 48 cents in greenbacks. Confederate money could be bought 8 to 12 for 1 in greenbacks, so the permits were so immense that almost any price could be paid for military permits to get cotton through the lines.

*Military record of Richard N. Bowerman in the United States Volunteer Army of the civil war, 1861–1865.*

Bowerman, Richard N. Born, Baltimore, Md., May 12, 1831; enlisted, New York, Seventh New York State National Guard September 12, 1857; mustered into United States service as corporal, Company G, Seventh New York State Militia, April 26, 1861; honorably mustered out June 3, 1861; as first lieutenant Eleventh New York Infantry July 11, 1861; as captain October 4, 1861; honor-

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ably mustered out April 19, 1862; as lieutenant-colonel Fourth Maryland Infantry August 1, 1862; as colonel April 4, 1863; brevet brigadier-general Volunteers April 1, 1865, for gallant and good conduct at the battle of Five Forks, Va.; honorably mustered out May 31, 1865; as lieutenant-colonel Thirty-first Infantry July 28, 1866; resigned June 6, 1867.

*Served as follows:* Continuously with troops in the field, 1861; April, May, corporal with Seventh Regiment New York State National Guard, Washington, D. C.; July 11, first lieutenant; July 21, captain Company E, Eleventh New York Volunteer Infantry (First Fire Zouaves); at Bull Run, Va., July 21, 1861, in General Heinzelman's Corps, General McDowell commanding; then went to Newport News, Va., General Mansfield commanding; resigned as the regiment was to be ordered to New York to be mustered out; June, 1862, joined the Seventy-third Regiment New York Volunteer Infantry as captain, Colonel Brewster, Sickles's Brigade, Hooker's Division, Heinzelman's Corps, in front of Richmond, Va.; was with this regiment at battle of Savage Station, White Oak Swamp, and Malvern Hill, Va., June and July.

Was not mustered in this regiment, and when reaching Harrisons Landing received appointment as lieutenant-colonel Fourth Regiment Maryland Volunteer Infantry from Governor Bradford, of Maryland, my commission in the Seventy-third New York not having as yet been received; lieutenant-colonel Fourth Regiment Maryland Volunteer Infantry, August 1, 1862; colonel, April, 1863; went to Williamsport, Md., September 17, 1862; then to Harpers Ferry, Maryland Heights, Oakland, Md.; was in the Eighth Corps. July, 1863, at Monocacy, with General French; July 10, 1863, joined in the Army of the Potomac, in Third Brigade, Third Division, First Corps, Gen. John Newton; continued with Army of the Potomac till the close of the war; was in divisions commanded by General Kenly, General Robinson, and General Ayres; Fifth Corps, General Warren. (See list of battles.) Commanded the Maryland Brigade in battles, viz, Spottsylvania, Va., May 9–18, 1864; Harris Farm, May 19; Dabneys Mills, February 6, 1865; Five Forks, April 1, 1865; wounded at the battle of Weldon Railroad, Va., August 21, 1864; wounded at the battle of Five Forks, April 1, 1865; breveted brigadier-general United States volunteers, upon recommendation of Gen. Romeyn B. Ayres commanding Second Division, Fifth Army Corps, Army of the Potomac, for gallantry and good conduct at the battle of Five Forks, Va., April 1, 1865, whilst commanding Second Brigade, said division, etc.

*Battles.*—First Bull Run, Va., July 21, 1861, first lieutenant, Eleventh Regiment New York Volunteer Infantry; attack on Newport News, Va., monitor *Merrimac*, *Congress*, *Cumberland*, etc., March 7 and 8, 1862, captain, Eleventh Regiment New York Volunteer Infantry; reconnoissance in force in front of Richmond, Va., June 25, 1862, acting captain, Seventy-third Regiment New York Volunteer Infantry; Savage Station, Va., June 29, 1862, acting captain, Seventy-third Regiment New York Volunteer Infantry; White Oak Swamp, Va., June 20, 1862, acting captain, Seventy-third Regiment New York Volunteer Infantry; Malvern Hill, Va., July 1, 1862, acting captain, Seventy-third Regiment New York Volunteer Infantry; Funkstown, Md., July 13, 1863, lieutenant-colonel commanding Fourth Regiment Maryland Volunteer Infantry; Wilderness, Va., May 5, 6, and 7, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Laurel Hill, Va., May 8, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Spottsylvania, Va., May 9 and 18, 1864, colonel commanding Maryland Brigade, Second Division, Fifth Corps; Harris Farm, Va., May 19, 1864, colonel commanding Maryland Brigade, Second Division, Fifth Corps; North Anna River, Va., May 24, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Tolopotomey Creek, Va., May 26, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Bethesda Church, Va., May 30, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Cold Harbor, Va., June 1, 2, and 3, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Norfolk Railroad, June 18, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Jerusalem Plank Road, June 21, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; capture of the Weldon Railroad, Virginia, August 18, 19, and 21, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Weldon Railroad raid, December 7 to 13, 1864, colonel Fourth Regiment Maryland Volunteer Infantry; Dabneys Mills, Va., February 6, 1865, colonel commanding Maryland Brigade, Second Division, Fifth Corps; White Oak Road, Va., March 31, 1865, colonel Fourth Regiment Maryland Volunteer Infantry; Five Forks, Va., April 1, 1865, colonel commanding Maryland Brigade, Second Division, Fifth Corps.

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Wounded at the battle of Weldon Railroad, Va., August 21, 1864; wounded at the battle of Five Forks, Va., April 1, 1865; capture of Alexandria, Va., May 24, 1861, corporal, Seventh Company, Seventh Regiment New York State National Guard; recapture of Maryland Heights, Md., July 6, 1863, lieutenant-colonel commanding Fourth Regiment Maryland Volunteer Infantry; Culpeper Court House, Va., October 10, 1863, colonel Fourth Regiment Maryland Volunteer Infantry; Haymarket, Va., October 18, 1863, colonel Fourth Regiment Maryland Volunteer Infantry.

*Military record of Van Hartness Bukey in the United States Volunteer Army of the civil war, 1861–1865.*

Bukey, Van Hartness. Born Ohio, June 14, 1836; enlisted West Virginia, October 16, 1861; mustered into United States service as private, Eleventh West Virginia Infantry, October 28, 1861; as lieutenant, January 15, 1862; as captain, July 2, 1862; as major, February 28, 1863; as lieutenant-colonel, August 3, 1863; as colonel, November 3, 1864; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out December 26, 1864.

*Served as follows:* Continuously with troops in the field from November, 1861, to December, 1864; during 1862 and 1863 most of the service was in the mountainous interior of West Virginia, campaigning with separate companies and battalions, defending that frontier against guerrillas and bushwhackers. In 1863 the regiment formed part of General Kelley's army along the upper Potomac. In 1864 participated in General Crook's brilliant campaign in southwestern Virginia, joining General Hunter in his most arduous Lynchburg campaign; and from June, 1864, to December, 1864, served in the valley of Virginia, participated in all the principal actions of that campaign, and in December, 1864, the division joined the Twenty-fourth Army Corps in front of Richmond. Besides numerous skirmishes and minor actions, participated in the battles of Cloyd Mountain and New River Bridge in May, 1864; actions at Lexington and Lynchburg in June, 1864; Snickers Ferry, where horse was killed in action in July, 1864. Upon the organization of General Sheridan's army, participated in many minor engagements and in the battles of Opequon, September 19; Fishers Hill, September 22; Cedar Creek, October 13 and October 19, 1864, when the valley campaign was practically ended and the division sent to the Army of the James. Was mustered out December 26, 1864.

*Military record of Cecil Clay in the Volunteer Army of the United States in the civil war, 1861–1865.*

Cecil Clay was born in Pennsylvania and enlisted in Pennsylvania. First lieutenant, Fifty-eighth Pennsylvania Infantry, September 1, 1861; captain, January 1, 1862; colonel, November 19, 1864; brevet colonel and brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious services during the war; awarded medal of honor April 19, 1892, for having led his regiment in the charge at Fort Harrison, Va., September 29, 1864, carrying the colors of another regiment, and when severely wounded in the right arm, incurring loss of same, he shifted the colors to the left hand, which also became disabled by a gunshot wound. Honorably mustered out January 24, 1866.

NOTE.—The above record of the War Department was amended so as to muster Lieutenant-Colonel Clay in as colonel of said regiment November 20, 1864, in accordance with his commission.

The subject of this sketch, Colonel Clay, was born on the 13th of February, 1842, in the city of Philadelphia, where his family has resided since 1710. When 10 years old he entered a grammar school, leaving it two years afterwards for a private school, from which, in 1855, he went to the University of Pennsylvania, and after a four years' course graduated with honor in 1859. His first command was given him while at the university; he was elected captain of the Union Cricket Club eleven, then one of the strong clubs of Philadelphia, and held the position until the fall of 1861, when so many of the members enlisted that the club disbanded.

During the three months' service he took the place of a brother, who enlisted as secretary and treasurer of a city railway company, and was offered the place permanently by the directors upon his brother's returning and declining to resume his position because of reenlistment, but declined it to accept a

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position as first lieutenant in an independent regiment, authority for raising which had been given to Hon. John Richter Jones, of Pennsylvania.

The regiment was to consist of ten companies of infantry, two of sharpshooters, and a battery of artillery. The battery was recruited and then detached, the companies reduced to ten, and the regiment put in the Pennsylvania quota as the Fifty-eighth Pennsylvania Volunteers, and Lieutenant Clay promoted to captain. The command reached Fortress Monroe the day after the celebrated *Monitor* and *Merrimac* fight, and after lying for a while at Camp Hampton, took part in the capture of Norfolk, going thence to Suffolk and participating in various skirmishes during the fall and early winter. At the beginning of 1863 the regiment went to Newbern, N. C., and was stationed at Bachelors Creek, 8 miles out of town, with its commander in charge of the outposts from the Neuse to the Trent rivers. From that time to the end of May Captain Clay was engaged in constant and arduous scouting. Before the regiment had been twenty-four hours at its new post he was skirmishing with the enemy 11 miles inside their lines, and within a few days after gobbled up an entire picket post at the 19-mile post toward Kinston on another road.

He was in a number of small affairs, and finally, at Gum Swamp, with an advance guard of 60 men, charged, as skirmishers, and captured a 12-pound gun, 15 artillerymen, 45 infantry support, the limber and horses, and 26 horses of the cavalry troop that escorted the gun to its position. A day or two after, the regiment lost its colonel, who was killed while fighting, with 75 men of his own regiment.

Gen. D. H. Hill, who had three brigades, a regiment of cavalry, and 15 guns, could do nothing with the Fifty-eighth's men, and after several hours' work had to leave when reenforcements appeared. Captain Clay was then offered the colonelcy by General Foster, and Governor Curtin would have commissioned him, but he declined the offer for fear of impairing the efficiency of the command. Because of this the regiment was without a colonel the last half of 1863 and all of 1864, until Captain Clay was made colonel, November 20. During the rest of 1863, and until April, 1864, Captain Clay was with his command at Little Washington, N. C., part of the time detailed as inspector-general, subdistrict of the Pamlico, but longer in command of the post at Hills Point. He was in several small affairs, and for the capture of a cavalry scouting party sent to spy out his doings was mentioned in general orders. In 1864 he went with the regiment to Yorktown, thence to Bermuda Hundred, and thence to White House, on the Pamunkey. He commanded the regiment in the Cold Harbor campaign (Third Brigade, First Division, Eighteenth Corps), and made two charges June 1, part of his men getting inside the enemy's works.

On June 3, after the failure of the general charge, with 150 men, from whose pieces he caused every cap to be taken, he charged and retook an exterior rifle pit that a regiment of more than double his numbers had taken, but was unable to hold. Then he went to Petersburg and took part in the fighting from the 15th to the 24th, when the regiment went home on veteran furlough. September 29, 1864, he commanded his regiment at the storming of Fort Harrison, lost 108 men killed and wounded out of 226, and 6 officers hit out of 10, being himself shot twice through his right arm, necessitating its amputation, and once through his left hand. Six weeks afterwards he was on court-martial duty, and beginning of January saw him back at the front.

He entered Richmond on the morning of the evacuation, marching his regiment there from Deep Bottom in an hour and a half. In July he was put in command of the district of Staunton, covering five counties, and the persons of such men as Gen. R. E. Lee, ex-Governor Letcher, Generals Rosser, Echols, Colston, Pendleton, and others, and so firmly but fairly did he administer affairs from that time to the end of January, 1866, that his conduct and command are spoken of by the inhabitants of Staunton in terms of praise to this day.

January 24, 1866, he was mustered out of service, went into the lumber business in Virginia, and in 1870 removed to West Virginia. Was for some years president of the St. Lawrence Boom and Manufacturing Company; came to Washington in 1880; in 1882, at the request of Attorney-General Brewster, he entered the Department of Justice; was made chief clerk in 1883, and has held the position since. He is now filling his second term as a trustee of the District Reform School.

General Ordway and Colonel Clay fought together in the Army of the James, and when the General looked about for a regimental commander he

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turned to one he knew from former comradeship in arms, and has found in him one of his warmest admirers, supporters, and friends.

*List of engagements and battles participated in.*—Norfolk, Va., May 9 and 10, 1862; Trent-Road, N. C., January, 1863; Neuse Road, N. C., January, 1863; Dover Road, N. C., January 27 and 28, 1863; Sandy Ridge, N. C., February 13, 1863; Cove Creek, N. C., March 7, 1863; Cove Creek, N. C., April 17 and 18, 1863; Sandy Ridge, N. C., April 20, 1863; Gum Swamp, N. C., May 22, 1863; Washington, N. C., August, 1863; Fords Mill, N. C., October 30, 1863; Washington, N. C., December, 1863; Bermuda Hundred, Va., May, 1864; Swift Creek, Va., May 9, 1864; Richmond and Petersburg Railroad, Virginia, May, 1864; Cold Harbor, Va., May 31 to June 12, 1864; Petersburg, Va., June 15 to 24, inclusive, 1864; Chaffins Farm, Va. (storming of Fort Harrison), September 29, 1864; Fredericksburg, Va., March, 1865; Richmond, Va., April, 1865.

*Military record of Joseph M. Clough in the United States Volunteer Army of the civil war, 1861–1865.*

Clough, Joseph M. Born, New Hampshire, 1828; enlisted, New Hampshire, April 26, 1861; mustered into United States service as captain, Fourth New Hampshire Infantry, September 18, 1861; as lieutenant-colonel Eighteenth New Hampshire Infantry, October 18, 1864; as colonel, July 29, 1865; brevet brigadier-general Volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out July 29, 1865.

*Served as follows:* In addition to above, served in First New Hampshire Volunteers three months—as this was a three months' regiment—as first lieutenant; as captain in the Fourth New Hampshire Volunteers, took part in the following engagements: Port Royal, S. C., James Island, S. C., Pocataligo, S. C., siege of Fort Wagner, Morris Island, S. C., Swift Creek, Va., Drury Bluff, Va., Bermuda Hundred, Va., Cold Harbor, Va., Petersburg, Va., siege of Petersburg, Va.; wounded in mine explosion in Virginia; while attached to the Eighteenth New Hampshire Volunteers served in engagements at Fort Stedman, Va., and at Petersburg, Va.

*Military record of Samuel J. Crawford in the United States Volunteer Army of the civil war, 1861–1865.*

Crawford, Samuel J. Born in Lawrence County, Ind., April 10, 1835; mustered into the United States service as captain, Second Kansas Infantry, May 14, 1861; transferred to the Second Kansas Cavalry, March, 1862; commissioned and mustered as colonel Eighty-third United States Colored Infantry, November 1, 1863; brevet brigadier-general of volunteers, March 13, 1865; resigned November 7, 1864.

*Served as follows:* With General Lyon in Missouri during the summer of 1861, and participated in the battles of Forsythe, Dug Springs, and Wilsons Creek; also the battle of Shelbina on August 28, 1861; during the spring and summer of 1862 made an expedition to New Mexico and back to Kansas, and thence with the army of the Frontier in the campaign through southern Missouri, Arkansas, and the Indian Territory; and participated in the battles of Newtonia, Old Fort Wayne, Boonsborough, Cain Hill, Boston Mountain, Prairie Grove, and in the raid to Van Buren, which, after much hard fighting, resulted in the capture of the enemy's transportation—five steamboats in the Arkansas River and other valuable property.

During the year 1863 was with the Army of the Frontier in Missouri, Arkansas, and Indian Territory, and participated in the battles of Perryville, Fort Smith, and Backbone Mountain, or rather these battles were the storm centers or continuous cavalry fighting for five consecutive days, which resulted in the capture of Fort Smith and a vast amount of Confederate munitions of war. In March, 1864, marched with the Kansas division from Fort Smith to Arkadelphia, where he joined the Seventh Army Corps, under General Fred. Steele, on an expedition against the Confederate forces in the vicinity of Shreveport, La., and participated in the battles of Prairie-de-hand, Poison Springs, and Jenkins Ferry. In July, 1864, he made an expedition with 2,000 cavalry, infantry, and artillery in the Choctaw Nation, and in a sharp engagement near Webber's Falls defeated the Confederate forces under General Standwatie, and drove them beyond the Canadian River. In October, 1864, he joined General Curtis at Kansas City, and participated in the battles of the Blue, Westport,

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and the Little Osage, at the latter of which he ordered and led a cavalry charge on the open prairie, which resulted in the capture of the Confederate generals, Marmaduke and Cabell, 500 prisoners, and 8 pieces of artillery. Subsequently, on the same day, he participated in a charge that resulted in the capture of two pieces of artillery and a number of prisoners. In the battle of Old Fort Wayne, October 22, 1862, he broke the enemy's center by a cavalry charge and captured a battery of artillery and a number of prisoners, horses, etc. At the battle of Jenkins Ferry, April 30, 1864, he broke the enemy's left by a desperate charge, and captured a Confederate battery and a number of prisoners, horses, and small arms. On November 7, 1864, he was elected governor of the State of Kansas.

*Military record of Edward L. Campbell in the United States Volunteer Army of the civil war, 1861–1865.*

Campbell, Edward L. Born, New Jersey, February 2, 1833; enlisted, New Jersey, April 18, 1861; mustered into United States service as Captain, Third New Jersey Infantry, May 28, 1861; as lieutenant-colonel, Fifteenth New Jersey Infantry, September 29, 1862; as colonel, Fourth New Jersey Infantry, June 2, 1865; brevet colonel volunteers October 19, 1864, for distinguished gallantry at the battle of Cedar Creek, Va., and brigadier-general volunteers April 9, 1865, for gallant and meritorious service during operations resulting in the fall of Richmond, Va., and the surrender of the insurgent army under Gen. R. E. Lee; honorably mustered out July 9, 1865, in the field; reached home and finally discharged July 18, 1865—exactly four years and three months from first enlistment.

*Served as follows:* First enlisted as a private for the three months' service April 18, 1861, the first man to enlist from the county in which I was born; helped to organize a company; was elected captain of it; offered it to governor; was ordered to the State capital; the governor had ordered out 11 companies more than required to fill quota; owing to wire pulling, which I did not suspect, while drilling myself and my men, the brigade was mustered full and I was left out; the call for three-years' men expected in a few days; most of my men not willing to reenlist for three years; company paid off for State service and shipped home; I reenlisted as a private in what became the First Regiment Brigade, First Division, First Corps; after a few days was ordered to raise a company for the Third Regiment, three-years' volunteers; in seven days had it raised and mustered in May 28, 1861. Ordered to Washington June 28, 1861, and across Long Bridge a few days later. We were the first regiment started out for the first battle; helped do the running (never made a more orderly or leisurely march during the war). Soon after organized as Gen. Phil. Kearny's Brigade; later First Brigade, First Division, First Corps.

When McClellan went to Yorktown in the spring of 1862 we were one or two stations south of Manassas Junction; division detached from First Corps and sent to Yorktown; as soon as York River was opened, sent on our transports to head of York River, where we had a battle; here joined by "Baldy" Smith's division and organized as the provisional Sixth Corps; served with McClellan through all his campaign before Richmond and the battles thereof to Harrison's Landing. I was there commissioned as lieutenant-colonel, Fifteenth New Jersey Volunteers, but General Franklin would not allow experienced officers to leave until after the battle of Antietam; served through four battles in the rank of captain with a lieutenant-colonel's commission in my pocket. When we reached Alexandria from Harrison's Landing, Washington had lost communication with Pope's army; next morning our brigade put on cars and sent south to drive away guerrillas, mend the telegraph wires, and find Pope's rear; struck Stonewall Jackson's corps near Manassas Junction; attacked it boldly with three regiments and got badly beaten; this was the beginning of the fighting known as the "Second Bull Run," and the only brigade of the Sixth under fire. I showed Gen. Phil Kearny over the ground at Chantilly a few minutes before he was killed, and was, of course, at that battle; the Sixth Corps had got so far toward Bull Run.

McClellan took command again; was with him at South Mountain, Antietam, and until relieved by Burnside; with the latter at Fredericksburg and "the mud march;" with Hooker at second Fredericksburg and Chancellorsville (Salem Church); with Meade at Gettysburg and from that time until the end of the war, except while detached with Sheridan in the Shenandoah

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Valley; struck the enemy (Early's army) at the head of Seventh street at Washington, and campaigned with Sheridan through the battles of Winchester, Fisher's Hill (where my brigade led the charge), and Cedar Creek, until Early's rebel army was finally disposed of; then sent back to Meade before Petersburg and with him to Appomattox. When Lee surrendered was at the head of the column of the Army of the Potomac.

Was twice wounded (Antietam and Cedar Creek), but was in the fighting line again before any more fighting was going on; five times had horse shot (South Mountain, Crampton's Gap, Antietam, Spottsylvania Court-House on the 8th of May, and the "bloody angle" on the 12th, and in one skirmish in the Shenandoah Valley); don't know how many battles and minor fights I was in, never undertook to count them up; commanded brigade at Winchester (Opequan), Fisher's Hill, Cedar Creek, and Hatcher's Run. Immediately after Hatcher's Run, for some reason never known to myself, was detailed as judge-advocate of the Army of the Potomac, on General Meade's staff, and so served until the fighting was over.

*Military record of Charles Candy in the United States Volunteer Army of the civil war, 1861–1865.*

Candy, Charles. Born, Kentucky (Lexington), August 7, 1832; enlisted, St. Louis, Mo.; mustered into United States service as private Company D, First Dragoons, May 14, 1850, to May 14, 1855; as private general service and First Infantry, January 28, 1856, to January 1, 1861; as captain, A. A. G. Volunteers, September 21, 1861; resigned November 21, 1861; as Colonel Sixty-sixth Ohio Infantry, December 17, 1861; brevet brigadier-general volunteers, March 13, 1865, for faithful and meritorious service; honorably mustered out January 14, 1865.

*Served as follows:* Enlisted in the Regular Army, May, 1850; discharged by reason of expiration of enlistment, May, 1855; during the winter 1854–55 participated in the campaign against the Utah and Apache Indians under Col. Thomas T. Fauntleroy, First Regiment U. S. Dragoons; reenlisted in Regular Army, January, 1856; discharged by reason of expiration of enlistment, January, 1861; tendered his services to Governor Dennison at the first call of President Lincoln for 75,000 volunteers in 1861, and assisted in the organization of the Ohio Volunteers at Camp Jackson, Columbus, Ohio; was introduced and recommended by Governor Dennison to General McClellan, on his appointment as major-general, U. S. Volunteers, and served with him while in command of the Department of the Ohio as chief clerk in his office from May to September, 1861.

Was appointed captain and assistant adjutant-general, U. S. Volunteers, September 21, 1861, on the recommendation of General McClellan; resigned November 21, 1861, to accept appointment as colonel Sixty-sixth Ohio Volunteer Infantry, November 25, 1861; was mustered as colonel, December 17, 1861, and on completion of the organization of the regiment was ordered to the field in Virginia, January, 1862; mustered out of service, January 24, 1865.

The following is a list of the battles, etc., in which he was engaged with the troops under his command, excepting the battle of Balls Bluff, Virginia, October 21, 1861, on which occasion his immediate commander, Brig. Gen. F. W. Lander, U. S. Volunteers, on whose staff he was serving as assistant adjutant-general, being temporarily absent from his command, he offered his services and acted as volunteer aid-de-camp to Gen. Chas. P. Stone, U. S. Volunteers; Battle of Cross Keys, Va., June 8, 1862; battle of Cedar Mountain, Virginia, August 9, 1862; commanding regiment; commanded at engagement, Dumfries, Va., December 27, 1862; command consisted of the Fifth, Seventh, and Sirty-sixth Ohio Volunteers, with one section McGilvay's Sixth Marine Battery. From August 10, 1862, to July 25, 1864, he commanded the First Brigade (consisting of the Fifth, Seventh, Twenty-ninth, and Sixty-sixth Ohio, Twenty-eighth and One hundred and fory-seventh Regiments Volunteer Infantry), Second Division, Twelfth Corps, Army of the Potomac, Maj. Gen. Henry W. Slocum commanding corps, Brig. Gen. John W. Geary commanding division. The principal battles in which the brigade under his immediate command was engaged, whilst serving in the Army of the Potomac, were: Chancellorsville, Va., May 1 to 4, 1863; Gettysburg, Pa., July 1 to 3, 1863.

Upon the transfer of the Eleventh and Twelfth Army Corps from the Army of the Potomac to the western army, under Gen. W. T. Sherman, the two corps

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were consolidated and designated as the twentieth and commanded by Maj. Gen. Joseph Hooker. The Twentieth Corps was assigned to the Army of the Cumberland, under the command of Maj. Gen. George H. Thomas. His brigade still held its organization of six regiments, as before mentioned, and was commanded by him in the campaign from Chattanooga to Atlanta. This brigade took part in the many engagements incident to this campaign, and bore its share of the hardships pertaining thereto. Among the battles may be named the following: Lookout Mountain, November, 1863; Rocky Face Ridge, Georgia, May, 1864; New Hope Church, Georgia, May, 1864; Resaca, Ga., May, 1864; Dallas, Ga., May, 1864; Kenesaw Mountain, Georgia, June, 1864; Peach Tree Creek, Georgia, July, 1864; Atlanta, Ga., July, 1864. Breveted brigadier-general, United States Volunteers, "for faithful and meritorious services during the war," to date from March 13, 1865. After muster out as colonel Sixty-sixth Ohio Volunteer Infantry, January 24, 1865, served as chief clerk for several prominent officers of the Quartermaster's Department, U. S. Army, at Cincinnati, Ohio; St. Louis, Mo.; Fort Monroe, Va.; St. Paul, Minn.; Bismarck, Dak.; Fort Adams, R. I., and the second time at Fort Monroe, Va., and chief quartermaster, Department of the Missouri, covering a period dating from February 1, 1865, to December, 1887, about twenty-three years; appointed by Gen. William B. Franklin, president Board of Managers National Home Disabled Volunteer Soldiers; commissary of subsistence, Southern Branch, near Hampton, Va., January 1, 1888; served as such to January 31, 1906, eighteen years and one month; part of this time served also as quartermaster, about four years.

*Military record of John I. Curtin in the United States Volunteer Army of the civil war, 1861–1865.*

Curtin, John I. Born in Pennsylvania; enlisted in Pennsylvania; mustered into United States service as captain, Forty-fifth Pennsylvania Infantry, September 9, 1861; as major July 30, 1862; as lieutenant-colonel September 4, 1862; as colonel April 13, 1863; brevet brigadier-general volunteers October 12, 1864, for meritorious and distinguished service during the war; honorably mustered out July 17, 1865.

*Served as follows:* Private in Company H, Second Pennsylvania Volunteers, three months' service, with General Patterson in Shenandoah Valley; enlisted again August 16, 1861; mustered as captain Company A, Forty-fifth Regiment, with full company September 9; October 23 attached to Howard's brigade, Sikes's division, at Bladensburg, Md.; November 19 embarked for Fortress Monroe, thence to Port Royal, S. C.; some time in January, 1862, was detached with two companies, A and D, at Seabrook, Hilton Head Island, under Gen. W. T. Sherman, commanding department, picketing the mainland and protecting the coaling stations for all the ships; had several skirmishes; rejoined regiment 18th of June, which was ordered east, reaching Newport News on the 21st.

Was assigned to the First Brigade, First Division, Ninth Army Corps; reached Aquia Creek 5th of August; was detached with three companies to Potomac Creek to destroy bridges and protect our rear while preparing to evacuate Aquia Creek; about 1st of September assumed command of the regiment as major; commanded same in battles of South Mountain as major and as lieutenant-colonel at Antietam and in pursuit of Stewart's cavalry in his raid around McClellan's army; was not in command of the regiment at Fredericksburg, our Colonel Welsh having returned from commanding brigade; on reassembling of corps at Newport News, preparing to go to Southwest, our colonel being made brigadier-general, was made colonel; arriving in Kentucky, was in operations at Jamestown and along Cumberland River in pursuit of Confederate John Morgan; was temporarily in command of brigade; in June, 1863, command was transferred to assistance of Grant; participated in siege of Vicksburg and battle of Jackson with Johnson's army; returned to Kentucky 12th of August and to East Tennessee; during siege of Knoxville was detached to command division of six months Indiana troops along Clinch Mountain and River under Gen. O. B. Wilcox, commanding at Cumberland Gap; rejoined regiment at Blains Crossroads, where, on January 1, 1864, reenlisted my regiment for the war, except about 20 men, being the first regiment to return to the State of Pennsylvania as reenlisted; upon expiration of our veteran furlough and reorganization of corps at Annapolis was assigned to First Brigade, Second Division.

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In the midst of the first day's battle of the Wilderness assumed command of brigade and continued in command in all the movements and battles, Spottsylvania, North Ann, Poe River, Cold Harbor, 1st, 2d, and 3d of June, until 18th of June, the first attack in front of Petersburg, when was wounded; on returning from hospital for duty, in about six weeks, assumed command of brigade again and remained in command until close of the war, except a few weeks temporarily in command of Gen. O. B. Wilcox's division; in fight at Peeble's farm on extreme left September 30 had my horse shot from under me; from there ordered to the immediate front of Petersburg, occupying the line including Fort Davis, Fort Hell, and Fort Rice, from which point participated in the final and successful charge and capture of the Confederate works and lines; in the pursuit of Lee's army, was in the advance of our corps; at time of surrender was with my brigade at Farmville, commanding post; remained there until all the troops returned from the front; we brought up the rear to City Point; arriving at Alexandria, was placed in command of General Hartranft's Third Division of Pennsylvania troops and commanded them in the grand review; was continuously with the troops in the front and field and in all engagements in which my regiment participated, except siege of Knoxville, when detached, and the blowing up of mine, when away wounded; in all participated in some 35 battles and minor engagements.

*Military record of James F. Curtis in the United States Volunteer Army of the civil war, 1861–1865.*

Curtis, James F. Born, Massachusetts, December 19, 1825; enlisted, California, August, 1861; mustered into United States service as major Second California Infantry, September 2, 1861; as lieutenant-colonel Fourth California Infantry, June 25, 1863; as colonel, May 20, 1864; brevet brigadier-general volunteers, March 13, 1865, for faithful and meritorious service; honorably mustered out November 30, 1865.

*Served as follows:* Served continuously with troops in the field from September, 1861, to October, 1865; recruited the Second Infantry, California Volunteers; was in command at Fort Colville, Wash. Ter., as major and ex-officio Indian agent, from October, 1861, to summer, 1863; at that time the most northern military station of the United States, and surrounded by hostile Indian tribes. The objective was so to discipline these Indians as to prevent any rising or outbreak. Served 1863–64 with my regiment against the Humboldt Indians of northern California and Oregon until the close of that disturbance; in command of the southern district of California as colonel Fourth Infantry California Volunteers from May, 1864, to end of the war.

This military district included all of California south of Monterey to the Mexican line and east to Colorado River. There were maintained 10 garrisoned posts, 3 regiments of infantry, 1 regiment of cavalry, battalion of native California, mounted, at Santa Barbara, Los Angeles, Wilmington, Tejon, San Bernardino, Yuma, Mojave, and various detached parties. Of the Indians the most troublesome and warlike were the Apaches, of Arizona, and the Mohaves. The white population were, generally, secessionists and rebel sympathizers. To the presence and influence of the California Volunteers may be ascribed the peace of the Pacific coast States during the rebellion.

*Military record of Byron M. Cutcheon in the Volunteer Army of the civil war, 1861–1865.*

Cutcheon, Byron M. Born, New Hampshire, May 11, 1836; enlisted, Michigan, second lieutenant, Twentieth Michigan Infantry, July 15, 1862.

*Served as follows:* Second lieutenant, Twentieth Michigan Infantry, July 15, 1862; captain, August 16, 1862; major, October 14, 1862; lieutenant-colonel, November 19, 1863; colonel, January 8, 1864; colonel Twenty-seventh Michigan Infantry, December 19, 1864; brevet colonel volunteers, August 18, 1864, for gallant service at the battles of the Wilderness and Spottsylvania and during the present operations before Petersburg, Va.; and brigadier-general volunteers, March 13, 1865, for conspicuous gallantry at the battles of the Wilderness and Spottsylvania Court-House, Va.; awarded medal of honor June 29, 1891, for distinguished gallantry in leading his regiment in a charge on a house occupied by the enemy at Horseshoe Bend, Ky., May 10, 1863; resigned

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March 6, 1865. Constantly in the field in the command of troops in Kentucky, Tennessee, Mississippi, and Virginia. He served with his regiment, except when assigned to duty in command of a brigade. Following is a list of battles, sieges, and engagements in which General Cutcheon participated with his regiment and command:

Skirmish, Fauquier Sulphur Springs, Va., November 15, 1862; battle of Fredericksburg, Va., December 11, 12, 13, and 14, 1862; action at Horseshoe Bend, Ky., May 9 and 10, 1863; siege of Vicksburg, June 18 to July 4, 1863; assault on Jackson, Miss., July 9 and 10, 1863; siege of Jackson, Miss., July 10–17, 1863; battle of Blue Springs, Tenn., October 10, 1863; skirmish at Rheatown, Tenn., October 11, 1863; skirmish at Huffs (or Houghs) Ferry, Tenn., November 14, 1863; skirmish at Lenoirs Station, Tenn., November 15. 1863; battle of Campbells Station, Tenn., November 16, 1863; siege of Knoxville, Tenn., November 17 to December 5, 1863; battle of Fort Saunders (Knoxville), November 29, 1863; skirmish at Rutledge, Tenn., December, 1863; skirmish at Strawberry Plains, Tenn., January 16–17, 1864; skirmish at Nolicheechy River, Tenn., March 14, 1864; battle of the Wilderness, Va., May 5, 6, 7, and 8, 1864; battle of Wy River (near Spottsylvania, Va.), May 9 and 10, 1864; battle of Spottsylvania, Va., May 11 and 12, 1864.

Siege of Petersburg, Va., June 19 to July 25, 1864; battle of the Crater, Petersburg, Va., July 30, 1864; battle of Welden Railroad, Va., August 19, 20, and 21, 1864; battle of Rams Station, Va., August 25, 1864; battle of Poplar Springs Church, Va., September 30, 1864; engagement at Pegraur Farm (near Poplar Springs Church), October 2, 1864; engagement Boydton Plank Road (near Poplar Springs Church), October 8, 1864; battle of Hatchers Run, Va,. October 27, 1864; siege of Petersburg (in the trenches Fort Stedman to Appomattox), November 30, 1864; battle of Fort Stedman (Petersburg), Va., March 25 to April 2, 1865; assault on Petersburg, Va., April 2, 1865; capture of Petersburg, Va., April 3, 1865. Summary: Skirmishes, 7; battles, 16; assaults, 4; sieges, 5; actions or engagements, 3; capture of city, 1; total, 36.

General Cutcheon commanded a brigade from October 15, 1864, to March 6, 1865. He was twice wounded in action.

As shown by the official record he was granted a medal of honor for conspicuous gallantry in action, and was recommended for promotion as brevet brigadier-general and brigadier-general by Maj. Gen. John G. Parke, Bvt. Maj. Gen. O. B. Wilcox, and Maj. Gen. George G. Meade.

*Service of Nicholas W. Day in the United States Volunteer Army of the civil war, 1861–1865.*

Nicholas W. Day. Born January 18, 1839, at New Brunswick, N. J.; entered the service as quartermaster-sergeant Seventy-first New York State Militia Infantry April 10, 1861; moved to Washington, D. C., for five months' service April 21–25; attached to Mansfield's command till June, and to Burnside's Brigade, Hunter's Division, McDowell's Army of Northeastern Virginia, to July.

*Service.*—Occupatioin of Alexandria, Va., May 24, 1861; attacks on Aquia Creek batteries May 31 and June 1; attack on Matthias Point June 27; advance on Manassas, Va., July 16–21; Sudley Springs, July 21; battle of Bull Run, July 21; mustered out, July 30, 1861.

Reentered the service as captain Company H, Ninety-sixth New York Volunteer Infantry, February 22, 1862; left the State for Washington, D. C., March 11, 1862; attached to the First Brigade, Third Division, Fourth Corps, Army of the Potomac, to June, 1862; Second Brigade, Second Division, Fourth Corps, to September, 1862.

*Service.*—Ordered to the Peninsula, Va., March 28, 1862; siege of Yorktown, April 5–May 4; battle of Williamsburg, May 5; Bottom's Bridge, May 21–22; Savage Station, May 24; Seven Pines, May 29–30; battle of Fair Oaks, May 31–June 1; Fair Oaks, June 24–26; Seven days before Richmond, June 25–July 1; Bottom's Bridge, June 28–29; White Oak Swamp, June 30; Malvern Hill, July 1; Carters Hill, July 2; at Harrisons Landing to August 16; moved to Fortress Monroe August 16–25.

Promoted to major One hundred and thirty-first New York Volunteer Infantry September 11, 1862; lieutenant-colonel, December 31, 1862; colonel, January 15, 1863, and brevet brigadier-general, United States Volunteers, March 13, 1865, "for gallant and meritorious services at the battle of the Opequan,

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Va.," regiment organized at New York City, and left the State for Annapolis, Md., September 14, 1862; duty there till November 18; ordered to the Department of the Gulf, November 18; attached to Grover's Division, Department of the Gulf, to January, 1863; First Brigade, Fourth Division, Nineteenth Corps, Army of the Gulf, to March, 1864; Second Brigade, Second Division, Nineteenth Corps, Army of the Gulf and Army of the Shenandoah, Middle Military Division, to January, 1865, and Department of the South to March, 1865; commanding the brigade November 1–December 9, 1864, February 17 to March 4, 1865, and commanding Third Brigade, Second Division, Nineteenth Corps, Department of the South, March 4–27, 1865; commanding Third Brigade, First Division, Tenth Corps, Department of the South, March 27 to July 26, 1865.

*Service.*—Occupation of Baton Rouge, La., December 17, 1862, and duty there till March, 1863; expedition against Port Hudson, March 14; moved to Donaldsonville March 26, thence to Brashear City; Teche campaign, April 11–20; Irish Bend, April 13–14; Bayou Vermillion, April 17.

March to Opelousas, April 19–20; thence to New Iberia, April 25; siege of Port Hudson, May 23–July 9; assaults, May 24 and June 14, near Plaquemine, June 18; Brashear City, June 23–24, and surrender of Port Hudson, July 9. Cox's plantation, Bayou La Fourche, July 13; commanded Brashear City and Thibodeau till June, 1864; commanded district of La Fourche March to June, 1864; at Morganza till July 3; moved to New Orleans, Fort Monroe, Va., and Washington, D. C., July 3–28; battle of the Opequan, September 19; Fisher's Hill, September 22, and Cedar Creek, October 19; at Kernstown and Winchester till January, 1865; moved to Savannah, Ga., January 5–22, and duty there till March. Went to Morehead City under special orders of General Sherman, where opened base of supplies for his army; in command of Third Brigade, Second Division, Nineteenth Corps, till May; commanded Goldsboro, N. C., relieving General Schofield, and returned to Savannah, Ga., where commanded defenses of that city till July; mustered out July 25, 1865, and honorably discharged from service.

*Military record of W. W. H. Davis in the United States Volunteer Army of the Mexican war, 1846–1848, and in the civil war, 1861–1865.*

Davis, W. W. H. Born, Pennsylvania; age 86; student at Harvard; private, First Massachusetts Infantry, December 5, 1846; first lieutenant, December 31, 1846; regimental adjutant, January 16, 1847; captain, March 16, 1848; honorably mustered out July 24, 1848; captain, Twenty-fifth Pennsylvania Infantry, April 18, 1861; honorably mustered out July 26, 1861; colonel One hundred and fourth Pennsylvania Infantry, September 5, 1861; brevet brigadier-general of volunteers, March 13, 1865, for meritorious services during the operations against Charleston, S. C.; honorably mustered out September 30, 1864.

*Served as follows:* Mexican war record.—Aid-de-camp on Gen. Caleb Cushing's staff June 1, 1847; acting assistant adjutant-general, July 18, 1847; commissary of subsistence, acting quartermaster, and inspector-general, October, 1847; with expedition which made rapid march of 40 miles and captured General Valencia, second in command of Mexican army. Civil war record.—As captain of Doylestown (Pa.) Guard, 86 men, ordered to Washington, through Baltimore; first body of men to pass through that city to Washington after the assault on the Sixth Massachusetts Regiment; part of garrison of Washington; joined General Patterson in campaign in Shenandoah Valley; raised the One hundred and fourth Pennsylvania Regiment, and commissioned colonel; ordered to Washington; arrived November 8, 1861, and camped on Meridian Hill, near Columbia College; brigade organized of One hundred and fourth and Fifty-second Pennsylvania, Fifty-sixth New York, and Eleventh Maine Regiments; Colonel Davis assigned command; built winter quarters; April 1, 1862, took the field with Army of the Potomac, General McClellan commanding; in Chickahominy campaign; opened battle of Fair Oaks, wounded in left elbow; transferred to Carolinas; long and arduous service; in assault on James Island, withdrawn first to Foley Island, thence to Morris Island; participated in all operations on Morris Island, the siege of Charleston, and the capture of Fort Wagner, commanding either brigade or division; provided timber for battery known as "Swamp Angel," a 200-pound Parrot gun set up by Engineer-



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General Serrell to bombard Charleston; moved with General Hatch in reconnoissance on Johns Island, July 6, 1864; wounded by loss of fingers of right hand.

In pursuance of the following order General (then Captain) Davis proceeded from Doylestown, Pa., to Washington City:

SPECIAL ORDERS, No. 61. } HEADQUARTERS, CAMP SCOTT, *May 12, 1861.*

In pursuance of Special Orders, No. 9, of Maj. Gen. William H. Keim, Capt. William W. H. Davis is detailed to take charge of the Reading Light Artillery and guard it safely to Washington and deliver the same to Capt. James McKnight.

By order of Brig. Gen. George C. Wynkoop.

J. M. WETHERILL, *Aid-de-Camp.*

Capt. WM. W. H. DAVIS.

The Baltimore Sun had the following notice of Captain Davis's movements: "Six fieldpieces with caissons, belonging to the Ringgold Light Artillery, from Reading, Pa., which was among the first detachment that passed through the city for Washington, arrived yesterday morning. They were in charge of a company of infantry from Doylestown, Bucks County, under command of Captain Davis. They were landed at Bolton depot, and proceeded through the city to Mount Claire station, and thence to Washington."

The Philadelphia Inquirer published the following dispatch:

"The Doylestown Guards, under Captain Davis, arrived this afternoon, having in charge the battery of the Ringgold Artillery, of Reading. This is the first company which has arrived via Baltimore since the bridges were burned. As they passed along Pratt street, they were subjected to many insulting remarks. They were armed with Minnie rifle muskets, loaded, and would have fired if any attack had been made on them. They are now quartered at the arsenal, Washington."

Following are two of many communications of commendation received by General Davis from generals under whom he served:

HEADQUARTERS PROVISIONAL BRIGADE,
568 FOURTEENTH STREET,
*Washington, D. C., December 2, 1862.*

Col. W. W. H. Davis, One hundred and fourth Regiment Pennsylvania Volunteers, was under my command for about nine months, during the major part of which period he was in command of a brigade, which he brought to a state of discipline and efficiency. In command of his regiment on the 31st of May, 1862, at the battle of Seven Pines, he, with his men, behaved in a most gallant manner. From his services and experience I think he is as justly entitled to the position of brigadier-general as most of those appointed to that office.

SILAS CASEY,
*Brigadier-General Volunteers.*

HEADQUARTERS DEPARTMENT OF THE SOUTH,
*Folly Island, S. C., November 26, 1863.*

Col. W. W. H. DAVIS,
*One hundred and fourth Pennsylvania Volunteer Infantry,*
*Commanding brigade, Morris Island, S. C.*

DEAR SIR: Although entirely unsolicited by you, directly or indirectly, I deem it my duty, as it certainly is a pleasure, on the eve of your departure for a short leave of absence in the North, to express to you officially my high appreciation of the zeal and efficiency which has marked your conduct and service during the operations against the defenses of Charleston, still pending.

Much of our service here has been trying, indeed, upon both officers and men, but I have been most nobly sustained by all, and by none more zealously than yourself.

I wish you a successful journey and a safe return to us.

Very respectfully, your obedient servant,

Q. A. GILLMORE,
*Major-General, Commanding.*

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HEADQUARTERS UNITED STATES FORCES,
*Morris Island, S. C., November 29, 1863.*

Lieut. Col. E. W. SMITH, *Assistant Adjutant-General,*
*Hilton Head, S. C.*

COLONEL: I have the honor to recommend for promotion to the rank of brigadier-general Col. W. W. H. Davis, of the One hundred and fourth Regiment Pennsylvania Volunteers.

Colonel Davis has commanded a brigade almost without interruption since the autumn of 1861, and he has numerous testimonials as to the meritorious character of his services from the division commanders under whom he has served.

He commanded a brigade of my division during the movement on James Island in July last and during a considerable portion of the operations on this island. He has rendered very efficient and valuable services and proved himself a most capable and faithful officer. He well merits the promotion which I recommend.

I have the honor to be, Colonel, very respectfully, your obedient servant,
ALFRED H. TERRY,
*Brigadier-General, Commanding.*

*Military record of Hiram F. Devol in the United States Volunteer Army of the civil war, 1861–1865.*

Devol, Hiram F. Born, Ohio, August 6, 1831. Enlisted, Ohio; mustered into United States service as captain, Thirty-sixth Ohio Infantry, August 24, 1861; as major, September 7, 1862; as lieutenant-colonel, October 21, 1862; as colonel, March 19, 1864; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out, July 27, 1865.

*Served as follows.*—Continuously for four years with troops in the field; during fall and winter of 1861–62, commanded post at Cross Lanes, W. Va., with company; had frequent encounters with bushwhackers; May 24, 1862, battle of Lewisburg, Colonel Crook commanding; in September, battles of second Bull Run, South Mountain, and Antietam; January, 1863, transferred to the Army of the Cumberland; engagement at Carthage, Tenn., and Tullahoma; battle of Chickamauga, September 19–20; slightly wounded in reconnoissance in front of Chattanooga; November 25, battle of Missionary Ridge; reenlisted regiment, February, 1864; reported to General Crook, Army of West Virginia; in battles of Cloyds Mountain, Lynchburg, Bufords Gap, Kernstown, Berryville, Opequan (or Winchester), Fishers Hill, Cedar Creek; again slightly wounded. Commanded brigade of four regiments at Opequan, Fishers Hill, and Cedar Creek; was commander of post at Wheeling, W. Va., when mustered out; Discharged at Columbus, Ohio, August, 1865.

*Military record of George F. Dick in the United States Volunteer Army of the civil war, 1861–1865.*

Dick, George F. Born, Germany, February 22, 1829; enlisted Indiana, July 2, 1861; mustered into United States service as captain, Twentieth Indiana Infantry, July 22, 1861; as major, October 13, 1862; as lieutenant-colonel Eighty-sixth Indiana Infantry, November 1, 1862; as colonel, January 14, 1863; brevet brigadier-general, March 13, 1865, for meritorious service during the war; honorably mustered out, June 6, 1865.

*Served as follows.*—Joined expedition August, 1861, at Fortress Monroe, Va., for Hatteras Island, N. C.; wintered at Newport News, Va.; March 8 and 9, 1862, naval battle between *Merrimac* and *Monitor*, my regiment, Twentieth Indiana Infantry, deployed as skirmishers on bank of James River; spring of 1862 transferred with regiment to the Army of the Potomac; assigned to Gen. Phil. Kearny's division, General Heintzleman's corps, taking part in battle of Mechanicsburg, The Orchards, seven days' battle front of Richmond, and numerous minor actions of the peninsular campaign.

With General Pope in the battle of second Bull Run and Chantilly, where General Kearny was killed; mustered as lieutenant-colonel Eighty-sixth Indiana Infantry, November 1, 1862; ordered to join regiment in the West, Army of the Cumberland; assigned to Second Brigade, Third Division, Twenty-first

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Corps; commanded regiment at battle of Stone River; soon after in command of brigade as lieutenant-colonel; January 14, 1863, appointed colonel; commanded post at McMinnville, Tenn., depot of supplies for Rosecrans's entire army; commanded brigade at battle of Chickamauga and till reorganization of army; besieged in Chattanooga; transferred with regiment October 20, 1863, Third Brigade, Third Division, Fourth Corps; commanded brigade many times for short periods; colors of my regiment were the first planted on Mission Ridge; division ordered to Knoxville after Longstreet; campaigned in East Tennessee winter 1863 and 1864; in 1864 joined Sherman's army, taking part in all battles from Chattanooga to Lovejoy Station; wounded at Picketts Mills May 27; horse shot in action at Kenesaw Mountain; returned with General Schofield after Sherman started for the sea, taking part in battles of Pulaski, Columbia, Duck River, Spring Hill, battles of Franklin and Nashville, where Hood's army was destroyed; served four years, in the front all the time; mustered out June 6, 1865.

*Military record of William F. Draper in the United States Volunteer Army of the civil war, 1861–1865.*

Draper, William Franklin. Born, Massachusetts, April 9, 1842; entered from Massachusetts, private, Twenty-fifth Massachusetts Infantry, September 9, 1861; second lieutenant, October 7, 1861; first lieutenant, April 15, 1862; captain, Thirty-sixth Massachusetts Infantry, August 27, 1862; major, September 1, 1863; lieutenant-colonel, August 9, 1864; brevet colonel and brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious services in the field during the war; honorably mustered out October 12, 1864.

*Served as follows.*—Served with his regiments continuously in the field; with the Thirty-sixth Regiment of Massachusetts Volunteers he served in the States of Maryland, Virginia, Kentucky, Mississippi, Tennessee, and again in Kentucky and Virginia. His regiment was first brigaded with the Forty-fifth and One hundredth Regiments Pennsylvania, Third Brigade, First Division, Ninth Army Corps. His regiment took part in the following-named engagements: Fredericksburg, Va., siege of Vicksburg, Jackson, Miss., Campbells Station, siege of Knoxville, Wilderness, Spottsylvania, North Ann, Cold Harbor, Petersburg, Poplar Spring Church, Hatchers Run.

Lieutenant-Colonel Draper commanded the regiment for several months prior to the battle of the Wilderness, where he was severely wounded May 4, and was necessarily absent until August 10, when he returned and again assumed command of the regiment. This regiment was organized under the call of July, 1862, of President Lincoln for 300,000; it was mustered into the service August 30, 1862, and immediately sent to the front. After the capture of Vicksburg General Grant issued an order congratulating the Ninth Army Corps upon its heroic service during and after the siege, and ordered General Parke, the corps commander, to have "Vicksburg" inscribed upon the banners of his corps.

General Draper took an active part in the campaigns of the Ninth Army Corps, and received his brevet rank for distinguished services in the great campaigns named.

*Military record of William W. Dudley in the United States Volunteer Army of the civil war, 1861–1865.*

Dudley, William W. Born, Weathersfield, Windsor County, Vt., August 27, 1842; enlisted, Indiana; captain, Nineteenth Indiana Infantry, July 29, 1861; major, September 18, 1862; lieutenant-colonel, October 8, 1862; honorably discharged June 30, 1864; captain, V. R. C., March 25, 1865; brevet major and lieutenant-colonel volunteers, March 13, 1865, for distinguished services in the field, and colonel and brigadier-general volunteers, March 13, 1865, for gallantry at the battle of Gettysburg, Pa.; honorably mustered out June 30, 1866. Total length of service, four years two months and six days.

*Served as follows:* With Nineteenth Regiment Indiana Volunteers, which was organized in Camp Morton, Indianapolis, July 6, 1861; brought into camp the crack military company, known as the "Richmond City Grays," organized in Richmond, Wayne County, Ind., July 4, 1861, arriving at Camp Morton July 5, 1861; mustered in with regiment and company July 29, 1861; was made second in rank as captain, being assigned Company B by Col. Solomon Meredith, and August 9 moved to Washington, D. C., on the Indiana Central, Ohio Central,

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and Pennsylvania railroads, and camped upon Kalorama Heights, Washington, D. C., August 13, 1861.

Regiment remained in camp drilling by day and doing guard duty by night, and was organized with King's brigade (after the battle of South Mountain, September 14, 1862, known as "The Iron Brigade") of the Army of the Potomac; on September 9 the brigade was ordered by a forced march to cross the Potomac into Virginia at Chain Bridge, and met Longstreet's Confederate forces at Lewinsville, Va., September 11; again engaged with Longstreet near same place September 21; the brigade suffered considerable loss in killed and wounded in these small engagements and the regiment its full proportion; Captain Dudley's company did the skirmishing for his regiment in both fights; after this the regiment and brigade remained in Virginia, assisting in the construction of Forts Ethan Allen and Marcy upon the heights at the southern end of Chain Bridge; early in November the brigade moved to the Arlington estate, occupying the chain of forts upon the western part of that estate and constructing winter quarters. The Nineteenth Regiment garrisoned Fort Craig and occupied winter quarters there; early in March, 1862, the regiment moved to Centerville, Va., with McDowell's forces and marched and countermarched in Fairfax, Loudoun, and Alexandria counties, Va., until the early days in April, when it moved to Fredericksburg and back to Catlett's Station some six or seven times, once to Haymarket, and again to the Rappahannock, as the necessities of covering the defenses of Washington required; it moved to join McClellan's army, and having reached the Po River, where it took part in a slight engagement with Stewart's cavalry, was recalled, and again sent to the Shenandoah Valley to head off Jackson's feint move on Washington.

Joined Pope at Cedar Mountain, arriving the evening of the last day of that battle; moved via Culpeper Court House to Rappahannock River crossing of the O. & A. R. R.; there was engaged for three days, moving to Sulphur Springs, Warrenton, where a skirmish of considerable importance took place between Jackson's forces and King's division and the brigade, now commanded by Gen. John Gibbon; a forced march to Groveton ended in the battle of Gainesville, August 28, 1862, when Captain Dudley distinguished himself under the eye of General Gibbon in repulsing an attack upon Gibbon's left. The losses of the regiment were over 50 per cent of the men engaged. The battle of Second Bull Run followed, in all of which Captain Dudley participated. He was hit by a partially spent ball under the knee, causing him to be quite lame, and he marched through Washington to Rockville and South Mountain with a partially stiffened right leg. He was engaged with his regiment and brigade in the battle of South Mountain, September 14, 1862, and again at Antietam, September 15, 16, 17, and 18. He was wounded in the fleshy part of his lower left leg on the 17th by a minie ball, but continued with the regiment.

Lieutenant-Colonel Bachman, commanding, was killed at the same time, and Captain Dudley took command and retained it until October 18, 1862, when, having waived his right to the colonelcy of his regiment, he nominated Captain Williams, of Company K to be the colonel and accepted the lieutenant-colonelcy. He served with the regiment and brigade, participating in all the marches, picket duty, and skirmishes, the three days' battle at Fredericksburg. December 12, 13, and 14, 1862. Wintered at Belle Plains, Va., with brigade and regiment and took part in the battle of Fitz Hugh Crossing, April 29 and 30 and May 1, 1863, and by a forced march joined the corps (Reynold's First A. C.) at the United States ford, and participated in the battle of Chancellorsville. After a month in camp at Falmouth, building and rebuilding the bridge over the Rappahannock at Fredericksburg and a raid down the Northern Neck, he participated in the forced marches after Lee in his second invasion. He fell at Gettysburg wounded severely in his right leg, near Willoughby Run, McPherson's Woods, about 3 o'clock p. m., July 1,, after assisting in holding that position against Hill's whole corps, and was carried back as his line fell back to the Seminary; thence he was taken into Gettysburg.

Suffered a double exsection of his right leg and remained under medical treatment until an amputation of his leg took place, followed by hemorrhages and a third operation, cutting off his leg at the knee. He recovered rapidly after this, and joined his regiment en route to Indiana on veteran furlough. Returning to Washington with the regiment for the purpose of joining in the next campaign, he was forced by the breaking out of his wounds to desist, and, against the protest of all his officers, he resigned to allow promotion of worthy officers under him. He was taken down with smallpox at Washington, and after

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full recovery reentered the service as captain, Veteran Reserve Corps, and immediately went upon duty as inspector and judge-advocate, serving in New York State, Indiana, and Illinois as such with great credit to himself and satisfaction to his superior officers. He resigned, to take effect June 30, 1866, after four years two months and six days' active service, except when in hospital for wounds.

*War record of Bvt. Brig. Gen. William G. Ely in the United States Volunteer Army of the civil war, 1861–1865.*

Ely, William G. Mustered in Monday, April 22, 1861, as private, First Regiment Connecticut Volunteers, Company A; appointed commissary with the rank of captain of the First Infantry Brigade Connecticut Volunteers May 28, 1861, and aid-de-camp to Gen. Daniel Tyler. At the first battle of Bull Run was accepted as volunteer aid-de-camp to Gen. E. D. Keyes during the battle. Captain Gordon, subsequently General Gordon, and Captain Ely, Gen. E. D. Keye's aides, were the first men to cross Bull Run on the morning of the battle, carrying guidons for the right and left of the line on which the troops were to form. Honorably discharged August 2, 1861, and on the recommendation of Gen. E. D. Keyes was subsequently appointed lieutenant-colonel Sixth Connecticut Volunteers September 4, 1861; served in the command of Gen. H. G. Wright, of Sherman's army, Port Royal, S. C.; honorably discharged August 4, 1862.

Appointed colonel of the Eighteenth Connecticut Volunteers August 22, 1862. The regiment was ordered to Baltimore and served under the command of General Morris at Fort McHenry, Baltimore, for about three months. Colonel Ely and the Eighteenth Connecticut Volunteers were then placed in command of Fort Marshall, Baltimore. Later Colonel Ely joined General Milroy's command, Second Brigade, Second Division, Army of Western Virginia. At the battle of Winchester, second, Colonel Ely was taken prisoner, June 15, 1863. His sword, which had been shattered by a cannon ball while in hand, was returned to him on the battlefield by General Walker, of Stonewall Jackson's brigade, and he now has it in his possession. Colonel Ely was a prisoner in Libby and believed to be the only man from Connecticut who escaped through the tunnel. He was recaptured 42 miles away, within half a mile of the Union forces, and taken back to Libby Prison and put with others in the dungeon May 17, 1864; paroled and arrived at Annapolis Thursday, May 24, 1864.

Returned to the Shenandoah Valley, Army of West Virginia, and served under Major-Generals Crook and Hunter until he resigned and was honorably discharged on account of disability, September 18, 1864; his last command was the Second Brigade, Second Division, Army of West Virginia, under Major-General Crook. Colonel Ely had served in the Department of the South, the Middle Department, and the Department of West Virginia, and participated in the following engagements: First Bull Run, Port Royal, Fort Pulaski, Winchester (second; sword shattered and horse wounded), Piedmont (his horse killed under him), Lynchburg (was wounded in the neck by an exploding shell), Snickers Ford, Winchester (third), Martinsburg, and Berryville; appointed brevet brigadier-general United States Volunteers March 13, 1865, for meritorious services during the war.

*Military record of Jones Frankle in the United States Volunteer Army of the civil war, 1861–1865.*

Frankle, Jones. Born, Prussia, April 27, 1829; enlisted, Massachusetts, July 22, 1861; mustered into United States service as major, Seventeeth Massachusetts Infantry, July 22, 1861; as colonel Second Massachusetts Artillery, December 28, 1863; brevet brigadier-general volunteers, September 3, 1865, for gallant and meritorious service in the Department of North Carolina; honorably mustered out, September 3, 1865.

*Served as follows:* He assisted in the organization of the Fourteenth Massachusetts Regiment at Boston, with which he served as captain at Fort Warren, but was not mustered with it; was transferred to the Seventeenth Massachusetts Infantry and commissioned major of that regiment July 22, 1861; served with that rank for nearly two years in North Carolina, being for some time upon the staff of General Foster as inspector of the department; was provost-

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marshal on the Tarboro and Goldsboro expeditions, participating in the battles of Kinston, Whitehall, and Goldsboro, December 14–17, 1862.

He was engaged in the construction of several of the Newbern forts, in addition to his duty with the regiment; early in May, 1863, ordered to Massachusetts by General Foster to raise the Second Massachusetts Heavy Artillery; commissioned colonel of that regiment May 13, 1863; for a time in command of Fort Norfolk, Va.; January 1, 1864, he was placed in command of the defenses of Newburn; was in command of the district of Newbern during the yellow-fever epidemic of the autumn of 1864; in October, 1864, was made military governor of Plymouth, N. C., and while there commanded the expeditions to Colerain and Hamilton, N. C., the following troops being under his command during these expeditions: Four companies Second Massachusetts Artillery, Ninth New Jersey Volunteers, Twenty-seventh Massachusetts Infantry, portions of two New York regiments infantry, portion of a New York cavalry regiment, and part of a coast battery from same State, and one company of the First North Carolina Cavalry; after the capture of Wilmington, N. C., early in 1865, he was placed in command of the defenses of the Cape Fear River; he was mustered out with his regiment September 3, 1865, from which date he received the brevet rank of brigadier-general of volunteers.

*Military record of John G. Fonda in the United States Volunteer Army of the civil war, 1861–1865.*

Fonda, John G. Born, New York. Record in Mexican war: Entered service in Illinois; private and sergeant independent company, Illinois Mounted Volunteers, August 23, 1847; second lieutenant, June 13, 1848; honorably mustered out, July 26, 1848. Civil war record: First lieutenant, Second Illinois Cavalry, August 12, 1861; resigned, December 27, 1861; major, Twelfth Illinois Cavalry, March 8, 1862; resigned, November 17, 1862; lieutenant-colonel One hundred and eighteenth Illinois Infantry, November 20, 1862; colonel, December 15, 1862; brevet brigadier-general of volunteers, June 28, 1865, for meritorious services; honorably mustered out, October 1, 1865.

*Served as follows:* After a service of four months in the Second Illinois Cavalry, John G. Fonda was appointed colonel of the One hundred and eighteenth Illinois Infantry November 29, 1862. The regiment was made up of companies from a number of counties in the State. December 1 the regiment proceeded by railroad to St. Louis, thence by river to Memphis, where it was assigned to the First Brigade, Third Division, Thirteenth Army Corps.

The regiment was in General Sherman's unsuccessful campaign at Chickasaw Bayou; also in General McClernand's expedition against and the capture of Arkansas post. The regiment served with the Thirteenth Army Corps in the campaign under General Grant ending in the capture of Vicksburg; was in the battle of Port Gibson; protected the rear of Grant's column operating against Jackson, Miss.; was in the battle of Champion Hills, Big Black, and the advance upon Vicksburg May 19, the Thirteenth Army Corps occupying the left of the line which closed in on the Confederate stronghold. On June 10, 1863, during the siege Colonel Fonda's regiment was mounted, and as cavalry was actively engaged scouting in the rear of the besieging army. After the surrender of Vicksburg, Colonel Fonda accompanied General Sherman in his campaign against General Johnson at Jackson. The regiment was then ordered with the Thirteenth Army Corps to the Department of the Gulf. The regiment was now dismounted.

The regiment was ordered from place to place as the exigencies of the service required, when on October 4, 1863, Colonel Fonda was ordered to report at Algiers, La., to Gen. A. L. Lee, chief of cavalry, Department of the Gulf. The regiment was again mounted. Its movements now became rapid. Brashear City, Vermillionville, Opelousas were occupied; the engagement at Grand Coteau was fought. The regiment occupied Iberia and had an engagement near Vermillion Bayou. In December the regiment marched to Donaldsonville, and there took a steamer for Port Hudson, arriving January 7, 1864. The regiment garrisoned Port Hudson until July 3, during this time having many sharp skirmishes, particularly on March 30 at Bayou Grosse Tete. July 3 the regiment removed to Baton Rouge, the capital of Louisiana, and garrisoned that city until September 4, taking part in General Lee's raids and engagements at Redwood, Comite Bridge, and Clinton, La. Colonel Fonda did not command

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the regiment in person after October 11, 1863, he being constantly in charge of a brigade or a military district. His efficiency as a soldier was fully recognized by his superior officers, and he was brevetted brigadier-general for gallant services. During this period the regiment was commanded by Lieut. Col. Thomas Logan. General Fonda was mustered out with his regiment October 1, 1865, after a most successful and brilliant military career.

*Military record of Theodore B. Gates in the United States Volunteer Army of the civil war, 1861–1865.*

Gates, Theodore B. Born, New York; enlisted, New York; mustered into United States service as lieutenant-colonel Eightieth New York Infantry September 10, 1861; as colonel, September 22, 1862; brevet brigadier-general volunteers, March 13, 1865, for faithful and meritorious service; honorably mustered out November 22, 1864.

*Served as follows:* Continuously with troops in the field, except occasional brief leaves of absence or temporary details on duty, from the date of my muster in until my muster out, a period of three years and two months. These services were performed with the Army of the Potomac in Virginia, the Army of West Virginia; again with the Army of the Potomac in Virginia, Maryland, and Pennsylvania, and with the armies operating against Richmond under General Grant. I commanded my regiment during the latter part of the second Bull Run; I commanded my regiment thereafter (Col. George W. Pratt having been mortally wounded in that battle) until my resignation, November 22, 1864. I also participated in the battle of Chantilly, the battle of South Mountain, the battle of Antietam, the battles of Gettysburg, July 1, 2, and 3, and various less important affairs.

On page 139 of General Doubleday's Campaigns of the Civil War, where he is referring to the position of the left of the Union line on the first day at Gettysburg, he says: "It was further protected in that direction by two companies of the Twentieth New York State Militia, who occupied a house and a barn in advance, sent there by the colonel of that regiment (that was the regiment's home name), Theodore B. Gates, whose skill and energy were of great service to me during the battle."

Speaking of the battle the third day, at page 193, General Doubleday says: "Before the first line of rebels reached the fence it was obliged to pass a demi-brigade under Col. Theodore B. Gates, of the New York State Militia, and a Vermont brigade under General Stannard, both belonging to my command and holding my front line parallel to that of the enemy and some distance below the crest in advance of the main line of battle. * * * They were closely followed up by Gates's command, who continued to fire into them at close range. This caused many to surrender, others to retreat outright, and others simply to crowd together." At page 197 General Doubleday, speaking of the final event of the day, says: "There two regiments of Rowley's brigade of my division, the One hundred and fifty-first Pennsylvania and the Twentieth New York State Militia, under Col. Theodore B. Gates, of the latter regiment, made a gallant charge and drove them out. Pettigrew's division, it is said, lost 2,000 prisoners and 15 battle flags on the left."

*Military record of Samuel L. Glasgow in the United States Volunteer Army of the civil war, 1861–1865.*

Glasgow, Samuel L. Born, Ohio, September 17, 1838; enlisted, Iowa, July 20, 1861; mustered into United States service as first lieutenant, Fourth Iowa Infantry, August 31, 1861; resigned, January 4, 1862; major Twenty-third Iowa Infantry, September 19, 1862; as lieutenant-colonel, December 1, 1862; as colonel, May 19, 1863; brevet brigadier-general volunteers, December 19, 1864, for good conduct in the campaign against Vicksburg; honorably mustered out July 26, 1865.

*Served as follows:* Continuously with troops in the field, September, 1861, to January, 1862, campaigning in southwestern Missouri; September, 1862, to March, 1863, campaigning in Missouri and Arkansas, including several minor actions; March to October, 1863, Thirteenth Army Corps, campaigning in Mississippi and Louisiana, including battles of Port Gibson, Champion Hills, Black River Bridge, Millikens Bend, siege of Vicksburg, Jackson; November, 1863, to March, 1864, campaigning in Texas, including siege of Fort Esperanza;

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April, 1864, to January 1865, campaigning in Louisiana and Arkansas, including numerous minor actions; February to May, 1865, campaigning in Alabama, including siege of Spanish Fort; June, 1865, campaigning in Texas to close of hostilities. Wounded slightly five times. Actual service with troops in the field, three years and two months. Commanded brigade greater part of time after September, 1863.

*Military record of John P. S. Gobin in the United States Volunteer Army of the civil war, 1861–1865.*

Gobin, John P. S. Born, Pennsylvania; enlisted, Pennsylvania; mustered into United States service as first lieutenant, Eleventh Pennsylvania Infantry, April 23, 1861; as honorably mustered out July 31, 1861; as captain, Forty-seventh Pennsylvania Infantry, September 2, 1861; as major, August 20, 1864; as lieutenant-colonel, November 4, 1864; as colonel, January 3, 1865; brevet brigadier volunteers, March 13, 1865, for faithful and meritorious service during the war; honorably mustered out December 25, 1865.

*Served as follows:* Enlisted April 19, 1861; served as first lieutenant, Eleventh Pennsylvania, three months' service; participated in battle of Falling Waters; reorganized company as Company C, Forty-seventh Pennsylvania Volunteers; joined Army of the Potomac; in January, 1862, sent to Key West, Fla., under General Brannan; garrisoned Fort Taylor and mounted guns; served with him at Beaufort and Hilton Head; in attack upon Charleston; participated in the battle of Pocotaligo; commended for gallantry by commander of expedition; in campaign up St. Johns River, and capture of Fort Finnegan, Fla.; ordered to Louisiana; participated in Red River campaign. Battles of Sabine Cross Roads, Pleasant Hill, and Cane River Crossing, and building dam at Alexandria; charge of prisoners transferred to New Orleans; transferred with regiment to Army of the Shenandoah; participated in all the battles of Sheridan's campaign, including Opequan, Fishers Hill, and Cedar Creek; held the right of Sheridan's line at Cedar Creek; transferred to Washington upon the assassination of President Lincoln; formed line of pickets around city; again transferred south, to Savannah, Ga., and from there to Charleston, S. C., where remained on duty during the reconstruction period, until finally mustered out at Philadelphia January 9, 1866; at Charleston served as commander First Subdistrict and acted provost judge, First Military Division. Practically on duty during entire war and nine months thereafter. In all the engagements referred to and numerous skirmishes. Commended for services as provost judge in General Orders.

*Military record of Edwin S. Greeley in the United States Volunteer Army of the civil war, 1861–1865.*

Greeley, Edwin S. Born, New Hampshire; enlisted at New Haven, Conn., August 31, 1861; mustered into United States service as first lieutenant, Tenth Connecticut Infantry, October 22, 1861; as captain, April 25, 1862; as major, March 4, 1863; as lieutenant-colonel, September 7, 1864; as colonel, February 16, 1865; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious service during the war; mustered out August 25, 1865; honorable discharge at Hartford, Conn., September 22, 1865.

*Served as follows:* In camp of instruction at Annapolis, Md., October 30 to December 31, 1861; Burnside expedition to North Carolina, January 6, 1862, to January 1, 1863; Department of the South, Tenth Army Corps, January, 1863, to April 18, 1864; Department of Virginia, Army of the James, Tenth, Eighteenth, and Twenty-fourth Army Corps, April 30, 1864, until mustered out August 25, 1865.

Took part in the following engagements: Roanoke Island, N. C., February 8, 1862; New Berne, March 14; Kingston, December 14; Whitehall, December 16; Goldsborough, December 18; transferred to Department of the South January 1, 1863.

Engagements: Seabright Island, S. C., March 28, 1863; siege of defenses of Charleston, Forts Sumter, Wagner, and Gregg from July 28 until October 25, 1863—14 engagements.

Transferred to St. Augustine, Fla. Engagements: St. Augustine, December 30, 1863. Joined Army of the James April 24, 1864, at Gloucester Point, Va., and took part in the campaign against Richmond and Petersburg, 1864; Walthall Junction, May 7; Dreweys Bluff, May 13 to 17, inclusive; Bermuda Hundred,

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June 16 and 17; Deep Bottom, June 20; Strawberry Plains, July 26 and 27; Deep Bottom, August 1 and 14; Deep Run, August 16; Deep Gully and Fuzzells Mills, August 28; siege of Petersburg, August 28 to September 29; Fort Harrison, September 27; Laurel Hill Church, October 1; Newmarket Road, October 7; Darbytown Road, October 13; Johnsons Plantation, October 29, 1864.

In command of Tenth Regiment Connecticut Volunteers during the operations against defense of Charleston, and from October 18, 1864, to muster out of service was in temporary command of Third Brigade, First Division, Twenty-fourth Army Corps, summer of 1865.

*Military record of Charles H. Grosvenor in the United States Volunteer Army of the civil war, 1861–1865.*

Grosvenor, Charles H. Born, Connecticut, September 20, 1833; enlisted, Ohio, July 2, 1861; mustered into United States service as major, Eighteenth Ohio Infantry, September 25, 1861; as lieutenant-colonel June 9, 1863; as colonel April 19, 1865; brevet brigadier and major-general volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out October 9, 1865.

*Served as follows:* Joined army under General Sherman at Louisville, Ky., in October, 1861. Marched by way of Salt River to Elizabethtown; encamped at Bacon Creek until the onward movement to Nashville. Dashed into Bowling Green early in the morning and captured a few scattering Confederates. Joined the command at Nashville, and proceeded thence to Murfreesboro to construct the railroad to Huntsville. Spent most of the summer of 1862 in Tennessee. Was at the affair at Athens, Ala., and divers skirmishes in that section. Returned by way of Manchester, Tenn., following Buell's retreat into Kentucky. Remained at Nashville. Participated in the battle of Lavergne; thence moving with the command under Nagley to Stone River. Remained six months in camp at Murfreesboro. Then proceeded on the Tullahoma campaign.

Participated in all of the battles and skirmishes up to and including Chickamauga, where he commanded his regiment. Thence returned to Chattanooga and was detailed with his regiment as a part of the force building hospitals and bridges, etc. Afterwards applied for detail as staff officer and went with General Turchin's campaign to Atlanta, serving in all of the battles down to and including Kenesaw Mountain. Returned to Chattanooga by order of General Thomas and assumed command of the regiment. Joined General Milroy in his advances on middle Tennessee, and afterwards in pursuit of Forrest. Returned to Chattanooga. Went with a small brigade to defend the railroad between Chattanooga and East Tennessee. Then returned to Chattanooga. Went with General Stedman to Nashville and commanded brigade in the battle of Nashville. After that battle was in pursuit of Hood to Tuscumbia, by way of Huntsville and Decatur. Then returned to Chattanooga and remained there until July, 1865. Then proceeded to Augusta, Ga., and was assigned to duty as provost-marshal-general on the staff of General Stedman as department commander. Served out the rest of his term, being mustered out in October, 1865. Was recommended by General Thomas for promotion as brigadier-general for gallant and meritorious service throughout the war and was promoted by brevet first from lieutenant-colonel to colonel and then from colonel to brigadier-general.

*Military record of William D. Hamilton in the United States Volunteer Army of the civil war, 1861–1865.*

Hamilton, William D. Born, Scotland, May 24, 1832; enlisted, Ohio; mustered into United States service as captain, Thirty-second Ohio Infantry, August 31, 1861; was honorably discharged November 19, 1862; as major, Ninth Ohio Cavalry, December 6, 1862; as lieutenant-colonel November 4, 1863; as colonel December 16, 1863; brevet brigadier-general Volunteers April 9, 1865, for gallant and meritorious service during the campaign ending in the surrender of the army under Gen. Robert E. Lee; honorably mustered out July 20, 1865.

*Served as follows:* On Cheat Mountain, W. Va., from September 15 until December 20. In action at Green Briar, under General Kimball, October 3. Commanded the Thirty-second Ohio Volunteer Infantry Regiment in the battle

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of Camp Alleghany, December 13, 1861, under General Milroy. Served under General Fremont in the Shenandoah Valley until July, 1862. Appointed to organize First Battalion, Ninth Ohio Volunteer Cavalry. Was promoted to major December 6, 1862, and attached to Third Division, Twenty-third Army Corps, April 23, and served as an independent command in eastern Kentucky until July. Joined in pursuit of Morgan through the State.

Served under General Burnside in the Knoxville campaign. Appointed provost-marshal of the city, August 20. Promoted to lieutenant-colonel and ordered to Camp Dennison to receive the Second and Third battalions of the regiment. Promoted to colonel, December 16, 1863, and ordered to report to General Grant at Nashville; joined the First Battalion and attached to the left wing of the Sixteenth Army Corps, under General Dodge. July 10, was placed in command of one of the two brigades under General Rousseau, who was ordered by General Sherman to cut the railroad connecting Atlanta with Selma and the Southwest, which was successfully done after a march of 300 miles. This was known as the Rousseau raid. July 23, reported to General Sherman.

Siege of Atlanta, October 20. Attached to Second Brigade of cavalry force under General Kilpatrick in "Sherman's march to the sea."

Siege of Savannah, December 10. February 3, 1865, crossed Savannah River 60 miles above the city for the Carolina campaign. Battle of Aiken, February 11. Capture of Fayetteville, battle of Averysboro, March 19. Battle of Bentonville, March 21. April 18, occupied the left flank of the army and was engaged in action with eGneral Wheeler's command when notified by courier to cease hostilities, as a truce had been concluded between Generals Sherman and Johnston. Command credited with firing the last hostile shot east of the Mississippi. Was wounded and had horse shot in battle at Decatur, Ala. Was in 65 battles and minor conflicts during the war. Family lost 3 sons on the field and 1 starved to death at Andersonville.

*Military record of Andrew L. Harris in the Volunteer Army of the civil war, 1861–1865.*

Harris, Andrew Linturn. Ohio; second lieutenant, Twentieth Ohio Infantry, April 17, 1861; captain, May 27, 1861; honorably mustered out August 18, 1861; second lieutenant, Seventy-fifth Ohio Infantry, October 3, 1861; captain, November 9, 1861; major, March 1, 1863; colonel, May 22, 1863; brevet brigadier-general volunteers, March 13, 1865, for distinguished and gallant service; honorably mustered out January 17, 1865.

*Served as follows:* Enlisted April 17, 1861, for sixty days; appointed second lieutenant, Twentieth Ohio Volunteer Infantry, April 22, 1861; captain, May 27, 1861; appointed second lieutenant and recruiting officer October 3, 1861; captain, Seventy-fifth Ohio Volunteer Infantry, November 9, 1861; major, January 12, 1863; colonel, May 3, 1863; brevet brigadier-general, March 13, 1865. Served continuously at the front and in the field his entire term of service. He participated in all of the battles in which his regiment was engaged. Was seriously wounded at McDowell, Va., May 8, 1862, and at Gettysburg, Pa., July 2, 1863.

*Military record of Charles L. Harris in the United States Volunteer Army of the civil war, 1861–1865.*

Harris, Charles L. Born, New Jersey, August 24, 1834; enlisted, Wisconsin, April 19, 1861; mustered into United States service as cadet, Military Academy, July 1, 1853, to July 29, 1854; as lieutenant-colonel First Wisconsin Infantry, May 17, 1861; honorably mustered out, August 21, 1861; as colonel Eleventh Wisconsin Infantry, October 21, 1861; brevet brigadier-general Volunteers, March 13, 1865, for gallant and meritorious service; honorably mustered out September 4, 1865.

*Served as follows:* Continuously with troops in the field. As lieutenant-colonel First Regiment Wisconsin Volunteers, served in Maryland and Virginia. Was in Abercrombie's brigade, Keim's division, and under General Patterson as commander in chief. On muster out of regiment was promoted to colonel of Eleventh Wisconsin Volunteers, and when regiment was ready for the field was ordered to report to General Fremont at St. Louis. Took part in the Curtis campaign of Pea Ridge and through Arkansas. Was wounded twice at Cache River, Arkansas, and had horse killed in action. Early in 1863

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took regiment to Millikens Bend, opposite Vicksburg; assigned to Second Brigade, as commander, in Carr's division, Thirteenth Army Corps. During the siege of Vicksburg was recommended for promotion as brigadier-general by Generals Grant, McClernand, Steele, Carr, etc., but failed to get the appointment from lack of political influence in Wisconsin. After fall of Vicksburg, with the Thirteenth Corps, was sent to New Orleans and took an active part in the service in the Department of the Gulf, from that time until mustered out in September, 1865, and during the whole time was in command of a large post, a brigade, or a division. In the Mobile campaign commanded a brigade of five regiments, being the Third Brigade, Gerrard's division, Sixteenth Army Corps, and when mustered out, in September, 1865, was in command of the post of Mobile.

*Military record of Alfred S. Hartwell in the United States Volunteer Army of the civil war, 1861–1865.*

Hartwell, Alfred S.: Born Massachusetts, June 11, 1836; enlisted St. Louis, Mo.; mustered into United States service (three months) as a corporal, Company K, Third Regiment Missouri Reserve Corps, Home Guard, May, 1861; discharged from three-months' service and afterwards mustered into United States service as first lieutenant, Forty-fourth Massachusetts Volunteer Militia September 12, 1862; as captain, Fifty-fourth Massachusetts Infantry March 30, 1863; as lieutenant-colonel Fifty-fifth Massachusetts Infantry June 19, 1863; as colonel December 1, 1863; brevet brigadier-general volunteers December 30, 1864, for gallant service at the battle of Honey Hill, S. C.; honorably discharged April 3, 1866.

*Served as follows:* With regiment (Third Missouri Reserve Corps) at taking of the State militia at Camp Jackson, St. Louis, Mo., in May, 1861; served in North Carolina with Forty-fourth Massachusetts; at battles of Tarboro, Goldsboro, White Hall, and Kinston, N. C.; on camp duty with Fifty-fourth Massachusetts; served with Fifty-fifth Massachusetts during siege of Charleston, and in minor engagements on James Island, South Carolina, and in Florida; commanded brigade in General Hatch's Division sent by General Foster, commanding Department of the South, to cut Charleston and Savannah Railroad prior to Sherman coming out; in attacking Confederate battery at Honey Hill, S. C.; wounded several times and horse killed under me; landed with force at Andersonville, Bulls Bay, in rear of Charleston the day Hardee evacuated; on two raids in South Carolina following directly after; in command of brigade on Folly Island, South Dakota; in engagements on James Island, South Carolina, and at Honey Hill, S. C.; also after Lee's surrender in South Carolina with headquarters at Orangeburg; on special duty, orders of War Department, in Charleston, S. C., in September, 1865, to muster out April 3, 1866; investigating frauds in recruiting negro soldiers; Eighteenth Army Corps in North Carolina; Tenth Army Corps in South Carolina.

*Military record of Llewellyn F. Haskell in the United States Volunteer Army of the civil war, 1861–1865.*

Haskell, Llewellyn F.: Born New Jersey, October 8, 1842; enlisted, New York, April 23, 1861; mustered into United States service as private, Company C, Fourteenth New York State Militia April 18 to August 14, 1861; as lieutenant-colonel Seventh United States Colored Infantry October 28, 1863; as colonel Forty-first United States Colored Infantry November 1, 1864; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out September 30, 1865.

*Served as follows:* Continuously with troops in the field from April 23, 1861, to September 30, 1865, except four months in hospital when severely wounded; Fourteenth New York State Militia in Virginia to August 14, 1861; through battle of Bull Run, receiving slight wounds and sunstroke; as lieutenant of engineers built forts Nos. 3 and 4, St. Louis, Mo., autumn, 1861; commissioned in Fifth Missouri Volunteers, afterwards Twenty-eighth Missouri Volunteers; aid on Gen. Anselm Asboth's staff, campaign southwest Missouri and northwest Arkansas; battle of Pea Ridge March, 1862; post commissary, Rolla, Mo.; slightly wounded defending train from attack by Quantrell; aid on Gen. Henry Prince's staff; severely wounded battle Cedar Mountain, Virginia; in hospital four months; rejoined him at Fredericksburg, Va., after his exchange; with

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him in North Carolina, and back to Army of the Potomac in Second Division, Third Corps, 1863, as aid and A. A. I. General; recommended for colonelcy of first class by General Casey's board September, 1863; appointed lieutenant-colonel instead of colonel U. S. C. T. at his own request, having served mainly on staff; served with Seventh U. S. C. T. in South Carolina, Florida, and before Petersburg and Richmond, Va., in 1864; as colonel of Forty-first U. S. C. T. before Richmond and Petersburg in Gen. Wm. Birney's Division, Twenty-fifth Corps, and with Sheridan's command in the closing campaign against Lee's army, taking part in the final action at Appomattox; sent to Texas and commanded brigade and post of Edinburg; enlisted and first commissioned as Thomas F. Haskell; name legally changed by father and act of legislature of State of New Jersey for family reasons.

LLEWELLYN F. HASKELL,
*Late Col. Forty-first U. S. C. T. and Brevet Brig. Gen. Vols.*

*Military record of Edwin L. Hayes in the United States Volunteer Army of the civil war, 1861–1865.*

Hayes, Edwin Lewis: Born December 29, 1819, Ellicottville, Cattaraugus County, N. Y.; enlisted May 13, 1861, at Wauseon, Fulton County, Ohio; enlisted 100 men, was elected captain and assigned to Northwestern Rifle Regiment, subsequently Forty-fourth Illinois; assigned Seigler's brigade, Curtis's corps, under Gen. John C. Fremont; in campaign in southwestern Missouri; in battle of Springfield November 4, 1861; General Halleck succeeded General Fremont; expedition against Confederate General Price February 2 to 20, 1862; under General Curtis; recapture of Springfield February 13; battle Sugar Creek February 18; battles Bentonville and Pea Ridge March 6, 7, and 8; battle of Batesville, Ark., May 5; brigade ordered to Pittsburg Landing, Tenn.; arrived May 26; battle of Farmington May 29; entered Corinth May 30; assigned to command of General Sherman; battle capture of Rienza; battle of Iuka June 4; skirmishing during July and August; September 3 resigned to accept commission in the One hundredth Ohio Volunteer Infantry as major, to rank from August 26, 1862; joined regiment at Covington, Ky.; army of Gen. Lew Wallace in Kentucky winter of 1862–63; under Gen. Q. A. Gilmore; promoted to lieutenant-colonel May 13, 1863; General Burnside took command of Army of the Ohio on August 17; crossed the Cumberland Mountains; capture of Knoxville, Tenn., September 1; on 7th was ordered to Jonesboro with 300 men of my regiment to capture and hold the place until reenforced by brigade commanded by Col. J. W. Foster; left 38 men to guard bridges; arrived at Telford Station, midnight; the enemy had burned the bridge and fell back to Jonesboro; at sunrise my skirmish line was attacked by 3,500 infantry, 800 cavalry, 2 batteries; battle lasted 1 hour and 25 minutes.

We drove the enemy from the field with the capture of 41 prisoners. I then fell back with my train 6 miles to Big Limestone. Enemy again attacked at 12 m. We then fought three hours and forty-five minutes. Our loss, 7 killed and 12 wounded in both engagements. Enemy's loss as reported, 307 killed, wounded unknown. Reinforcements not having arrived and having exhausted our ammunition, being completely surrounded, I was compelled to surrender my command of 243 officers and men. We were taken to Richmond, Va. Officers confined in Libby Prison and enlisted men in Belle Isle. I was a prisoner ten months and twenty-seven days at Richmond and Danville, Va., Salisbury, N. C., Macon and Savannah, Ga. One of 50 officers placed under fire at Charleston, S. C., where we remained fifty-three days. Exchanged August 5, 1864. Returned to my command September 24 at Atlanta, Ga. Army of Generals Sherman and Schofield left Atlanta on October 4 in pursuit of Hood. Battles of Altoona, Ga., October 6; Galesville, Ala., October 18; Rome, Ga., October 30. Left Rome 31st for Nashville, Tenn. Left Nashville November 9 for Pulaski. Battles around Columbia 24th to 27th. Battle of Franklin November 30. My regiment lost 171 officers and men from 455 engaged. Fell back to Nashville, where the engagement continued until December 15 and 16. Promoted to colonel on January 3, 1865; to brigadier-general by brevet January 12 (same month). Twenty-third Corps went to North Carolina to capture Fort Fisher. I arrived at Wilmington February 26. Placed in command of Cape Fear district February 27 to May 24. Relieved by General Hawley. Resignation accepted June 2; mustered out at Cleveland, Ohio, June 29, 1865, having served continuously from May 13, 1861, to June 29, 1865.

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*Military record of Thomas T. Heath in the United States Volunteer Army of the civil war, 1861–1865.*

Heath, Thomas T.: Born Ohio, March 10, 1835; enlisted Ohio, August 10, 1861; mustered into United States service as lieutenant-colonel Fifth Ohio Cavalry October 7, 1861; as colonel, August 11, 1863; brevet brigadier-general volunteers, December 5, 1864; honorably mustered out October 30, 1865.

*Served as follows:* April 16, 1861, volunteered in company of W. S. Rosecrans. As citizens' committee went to Washington, assisted in procuring acceptance three regiments of infantry. August, 1861, authorized to recruit Fifth Regiment Ohio Cavalry. Instructed regiment at Camp Dennison. February, 1862, reported to General Sherman, Paducah, Ky. Assigned to Gen. C. F. Smith, Fort Henry. Led advance up Tennessee River. Expeditions from mouth Yellow Creek, and March 16, 1862, from Pittsburgh Landing. Assigned to General Sherman's Third Division. At battle of Shiloh received orders from General Grant in person. Advance to Corinth. May 26, 1862, stricken with malarial fever; sent to hospital, Cincinnati. Rejoined command July 7, 1862, Lagrange, Tenn. With Sixteenth Army Corps to Memphis; had relapse, seriously ill. August 26, 1862, sent home to hospital. January, 1863, rejoined command, Collierville, Tenn. Served with Fifteenth Army Corps. Opposed by rebel generals Wheeler, Chalmers, and Forrest. Brought in several thousand slaves for enlistment. Mountain howitzers added to command. July, 1863, guarded Corinth and expeditions south.

October, 1863, commanded cavalry advance Osterhaus's division, Fifteenth Army Corps, to Chattanooga, Missionary Ridge, relief of Knoxville, Tellico Plains to Murphy, N. C. Reported to General Howard, Athens, Tenn. Established courier line Knoxville to Chattanooga. Army of the Cumberland, General Thomas. January, 1864, reported to General Logan, Fifteenth Army Corps, Larkinsville, Ala. Veteranized regiment. Expedition to near Rome. Huntsville. Repulsed attacks on railroad, with Third Division, Fifteenth Army Corps, protecting railroad line of supplies. Reconnoitered both flanks army before Atlanta. November, 1864, assigned to Kilpatrick's Third Division, Cavalry Corps, M. D. M. McLaughlin Independent Squadron, Ohio Cavalry, added to command. November 15, 1864, began march to the sea. Brevetted for battle of Waynesboro. Communicated with fleet December 13, 1864, Ossabaw Sound. Burnt railroad trestle Altamaha River December 15, 1864. Bore dispatches, December 29, to Washington and ordered to fill command with recruits. April, 1865, rejoined Army of North Carolina, commanding Third Cavalry Division, M. D. M. Escorted General Sherman at surrender Johnston's army. Succeeded Kilpatrick in command Third Cavalry Division. June, 1865, assigned by General Schofield to command district west North Carolina, 57 counties. Established civil order. Interred half-buried remains of thousands our men who died in Salisbury prison pen. Served continuously in the field, in seven States, often doing the work of a division. In many battles, skirmishes, and guerilla fights; had bullet holes through clothes, hat, and saddle, and five horses shot in action.

*Military record of Bvt. Brig. Gen. Thomas J. Henderson in the United States Volunteer Army of the civil war, 1861–1865.*

Henderson, Thomas J. Born, Tennessee, November 29, 1824; entered service, Illinois, colonel One hundred and twelfth Illinois Infantry, September 22, 1862; brevet brigadier-general volunteers, November 30, 1864, for gallant and meritorious services during the campaigns in Georgia and Tennessee, and especially at the battle of Franklin; honorably mustered out June 20, 1865.

General Henderson served continuously in the field. In the spring of 1863 his regiment was mounted, and campaigned through the mountains of Kentucky and Tennessee. He was under General Burnside in August, 1863; was at Kingston, Athens, Post Oak Springs, Knoxville, Strawberry Plains, and many other places, commanding a brigade.

He returned to Kentucky; was in command at Mount Sterling in February, 1864, his regiment then dismounted; he returned to Knoxville; thence to Tunnel Hill, Ga., to join General Sherman's army; he was now assigned to the First Brigade, Third Division, Twenty-third Army Corps, commanded by General Schofield.

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General Henderson was soon in command of a brigade, and participated in the Atlanta campaign—the battles of Resaca, Dallas, Kenesaw, Atlanta, and Jonesboro.

After the capture of Atlanta General Henderson followed the fortunes of the Twenty-third Corps; was at the battles of Franklin and Nashville, and in the pursuit of General Hood's army. He then went with the Twenty-third Army Corps to North Carolina to meet and reenforce General Sherman in his great and final campaign through the Carolinas. He and his regiment were finally mustered out of the service at Greensboro, N. C.

*Military record of John R. Hurd in the United States Volunteer Army of the civil war, 1861 1865.*

Hurd, John R. Born at Jackson Furnace, Jackson County, Ohio, January 14, 1838; enlisted, Greenup County, Ky., April 17, 1861, under first call; began to recruit a company of volunteers in Greenup County, Ky.; mustered into United States service as captain of Company F, Second Kentucky Infantry, at Camp Clay, near Cincinnati, May 8, 1861. (This was the three months' service); into three years' service as captain of Company F, Second Kentucky Volunteer Infantry, June 5, 1861; as major, January 26, 1862; as lieutenant-colonel, January 14, 1863; honorably mustered out on June 19, 1864; mustered into United States service as colonel of One hundred and seventy-third Ohio Volunteer Infantry September 21, 1864; brevet brigadier of volunteers, March 13, 1865, for gallantry at the battles of Shiloh, Stone River, and Chickamauga, and for meritorious service during the war; honorably mustered out June 26, 1865, at Nashville, Tenn. Served continuously with troops in the field, excepting for a brief period when he was a prisoner of war; was captured in West Virginia July 17, 1861; escaped from Libby prison September 5, 1861, and was with his command again on Sewall Mountain, West Virginia, in a little more than two weeks after his departure from Richmond, Va. For full particulars see Harper's Magazine, January number, 1867. First pretty little fight, where the Second Kentucky Volunteer Infantry had its baptism of fire, was at Barboursville, W. Va., July 13, 1861. Remained in West Virginia and participated in a number of minor actions until about January 1, 1862; ordered to Kentucky; then to Fort Donelson, the latter revoked, after which marched to Nashville, and there assigned to the Second Brigade, Fourth Division, Army of the Ohio; in battle of Shiloh, subsequent movements and small engagements, terminating with the abandonment of Corinth by the enemy and pursuit to Rienzi; was with the army on its march north the time of Bragg's invasion, then south at battle of Perryville, and with the brigade in the Cumberland Mountains to wreck the Goose Creek Salt Works; then to proceed to Nashville, Tenn., and soon on the Murfreesboro pike moving toward the enemy, and being in advance had to fight more or less the entire distance; and was in the battle of Stone River from start to finish; in the Army of the Cumberland the Second Kentucky was a part of the First Brigade, Second Division, Twenty-first Corps.

Here I may remark, because I am prouder, if at all delighted with my civil-war record, than anything else except the three months' enlistment, that following the battle I was chosen to command, by the officers of the Second Division, the specially selected officers and enlisted men to become a part of the Cour d'Elite, a body to have been organized, somewhat similar to the Imperial Guard, by virtue of an order issued by General Rosecrans. But, if I remember right, was not permitted by the War Department. Was on the Tullahoma campaign; also later movements and operations preceding the 19th of September, 1863; in the battle of Chickamauga both days; had a horse shot from under me, but soon caught another coming in from the opposition lines; in Chattanooga, Bridgeport, and Oltowah, and on the Atlanta campaign as far as Rome. Our three months and three years' service having expired, we were ordered to Covington, Ky., and mustered out June 19, 1864. My father's family had meanwhile moved into Ohio. Again reenlisted in the Army as colonel of the One hundred and seventy-third Ohio Volunteer Infantry. Had more guard duty to perform than fighting, but was in the battle of Nashville, in command of a brigade, and from there was sent to Johnsonville, Tenn., having charge of post and troops, where we had some sport with guerillas. When the time came, was ordered to Nashville, mustered out, then wended our way to Camp Dennison, Ohio, and were paid July 15, 1864. Easily perceivable

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from the foregoing that I was close to the front lines more than four years and always responded to every call, such as details on picket line, courts-martial inquiry, reconnoissances, and strenuous work.

*Military record of William W. Henry in the United States Volunteer Army of the civil war, 1861–1865.*

Henry, William W. Born in Waterbury, Vt., November 21, 1831; enlisted Vermont, May, 1861; mustered into United States service as first lieutenant, Second Vermont Infantry, June 20, 1861; resigned November 5, 1861; as major Tenth Vermont Infantry September 1, 1862; as lieutenant-colonel November 3, 1862; as colonel June 6, 1864; brevet brigadier-general, volunteers, March 7, 1865; resigned December 17, 1864.

*Served as follows.*—As a first lieutenant in Company D, Second Vermont Volunteers; was in the first Bull Run, Virginia, July 21, 1861; as lieutenant-colonel and colonel I commanded the Tenth Vermont Volunteers in the battles of the Wilderness, Spottsylvania, North Anna, South Anna, Tolopotomoy Creek, Cold Harbor, Petersburg, Monocacy, winding up with Cedar Creek, West Virginia, for which I received a medal of honor; account of which is found in General Mulholland's book, Military Order, Congress Medal of Honor Legion of the United States, page 531. In that account there is a mistake in next to the last line. Valeria Heaton should be my wife, not my daughter. I was wounded in the battles of Cold Harbor and Cedar Creek.

*Military record of Charles T. Hotchkiss in the United States Volunteer Army of the civil war, 1861–1865.*

Hotchkiss, Charles T. Born in New York, May 3, 1832; enlisted Illinois, April 18; mustered into United States service as private, Company F, Eleventh Illinois Infantry, April 23, 1861; as first lieutenant, adjutant, May 2, 1861; as captain July 30, 1861; as lieutenant-colonel Eighty-ninth Illinois Infantry August 25, 1862; as colonel February 24, 1863; brevet brigadier-general Volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out June 10, 1865.

*Served as follows:* Continuously with troops in the field, May, 1861, to February, 1862, in district of southeastern Missouri, headquarters at Cairo, Ill., commanded first by Gen. B. M. Prentiss, then by Gen. U. S. Grant; campaigned in southern Illinois, Kentucky, and Missouri in many minor conflicts, including the battle of Belmont. A. A. A. G. on the staff of Col. W. H. L. Wallace, commanding Second Brigade, First Division, General Grant's Army of Tennessee, at the capture of Fort Henry, February 6, 1862; battle and capture of Fort Donelson, February 16, battle of Shiloh, April 6 and 7; was at the side of Gen. W. H. L. Wallace, commanding Second Division, when he was killed at Shiloh; on the staff of Maj. Gen. J. A. McClernand, commanding Reserve Corps, during the siege of Corinth as A. A. A. General.

Promoted, transferred, and reported in command of Eighty-ninth Illinois Infantry at Louisville, Ky., September 4; assigned to Third Brigade, Second Division, Army of Kentucky; October 1, assigned to (Willich's) Sixth Brigade, Second Division, Army of the Ohio; reorganized as the Army of the Cumberland, with the brigade assigned First Brigade, Second Division, Twentieth Army Corps; at the reorganization after Chickamauga, by General Thomas, with the brigade, assigned First Brigade, Third Division, Fourth Army Corps; was at the front in all the campaigns of the Army of the Cumberland, including the principal battles of Perryville, Stone River, Tullahoma campaign, Chickamauga, siege of Chattanooga, battle of Missionary Ridge, Eastern Tennessee campaign, Atlanta campaign, Franklin and Nashville. During the war participated in 49 battles and minor action dignified by the report of a commanding officer. Commanded brigade at intervals over fourteen months, including most of the Atlanta campaign, of which I made the official report of the brigade. Specially mentioned in official reports siege of Corinth, Stone River, Atlanta campaign. Had four horses killed from under me in action, one at Shiloh, two at Stone River, and one on Atlanta campaign. Was a member of the commission at the first formal exchange of prisoners of war at Charleston, Mo., September 4, 1861. (War of Reb. Rec. vol. 1, series 2, pp. 504–9.) Was at Greenville, E. Tenn., with the Army of the Cumberland when Lee surrendered. Was hit and injured several times, but never reported wounded.

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*Military record of Charles H. Howard in the United States Volunteer Army of the civil war, 1861–1868.*

Howard, Charles H. Born Maine, August 28, 1838; enlisted private, Third Maine Infantry, June 4, 1861; mustered into United States service June 27, 1861; second lieutenant, Sixty-first New York Infantry, January 24, 1862; major, aid-de-camp, volunteers, April 25, 1863. After battles of Chancellorsville and Gettysburg breveted lieutenant-colonel and colonel; assigned as lieutenant-colonel A. I. G., May 4 to August 17, 1864; colonel One hundred and twenty-eighth United States Colored Infantry, April 6, 1865; brevet brigadier-general volunteers, August 15, 1865. Honorably discharged in orders of War Department January 1, 1868.

*Served as follows:* In the States of Virginia, Maryland, Pennsylvania, West Virginia, Kentucky, Tennessee, Alabama, Georgia, Florida, South Carolina, North Carolina, Louisiana, Texas, Arkansas, and Missouri.

In Army of the Potomac on brigade staff General O. O. Howard as acting aid-de-camp in Bull Run battle, July, 1861; in expedition to Rappahannock, March, 1862; to Peninsula, aid-de-camp brigade staff, April, 1862; in siege of Yorktown and at Williamsburg; shot in thigh at Fair Oaks, and horse killed; in battle of Antietam; promoted with commander to division staff; promoted to first lieutenant; wounded at Fredericksburg; promoted to major and senior aid of the Eeleventh Army Corps; in battle of Chancellorsville; brevetted lieutenant-colonel for gallant and meritorious conduct; in battle of Gettysburg; brevetted colonel for gallant and meritorious conduct; in fall 1863 transferred with two army corps to Army of the Cumberland; in battle of Lookout Valley; in battles of Missionary Ridge and Lookout Mountain; promoted to lieutenant-colonel and inspector-general of Fourth Army Corps, and took part in all the battles of the Atlanta campaign; July 27, 1864, transferred to headquarters Army of the Tennessee on staff of army commander; in the battle of Ezra Church, July 28; in Sherman's march to the sea; promoted to colonel One hundred and twenty-eighth United States Colored Troops and assigned in orders from War Department to a camp of instruction for organizing and drilling colored troops at Beaufort, S. C.; brevetted brigadier-general and assigned to command of district with three regiments of colored troops and two batteries of artillery; in summer 1865 appointed chief of staff to Maj. Gen. Rufus Saxton and inspector of freedmen's schools for South Carolina, Georgia, and Florida; in February, 1866, transferred by War Department to position of assistant commissioner Bureau of Refugees, Freedmen, and Abandoned Lands for the District of Columbia, lower Maryland, and two counties of Virginia; later the jurisdiction was extended to the whole of Maryland, Delaware, and West Virginia. Honorably discharged in orders of War Department January 1, 1868.

*Military record of Lucius F. Hubbard in the United States Volunteer Army of the civil war, 1861–1865.*

Hubbard, Lucius F. Born New York, January 26, 1836; enlisted, Minnesota; mustered into United States service as private, Company A, Fifth Minnesota Infantry, December 19, 1861; as captain, February 4, 1862; as lieutenant-colonel, March 24, 1862; as colonel, August 30, 1862; brevet brigadier-general of volunteers, December 16, 1864, for gallant and distinguished service in the actions of December 15 and 16, 1864, before Nashville, Tenn.; honorably mustered out September 6, 1865.

*Served as follows:* Continuously with troops in the field, participating in the following campaigns, battles, sieges, and actions: Siege of Corinth, May 24 to 30, 1862; battle of Farmington, May 28, 1862; campaign through northern Mississippi and Alabama, June, July, August, 1862; battle of Iuka, September 19, 1862; battle of Corinth, October 3 and 4, 1862; campaign through central Mississippi, November and December, 1862; campaign through west Tennessee, January and February, 1863; campaign against Vicksburg, March, April, May, 1863; action at Mississippi Springs, Miss., May 13, 1863; assault on Jackson, Miss., May 14, 1863; assault on Vicksburg, May 22, 1863; siege of Vicksburg; actions at Satartia, Miss., June 4; Mechanicsburg, Miss., June 7; Richmond, La., June 14, 1863; campaign through Mississippi, July, August, 1863; actions at Canton, Miss., October 16; Brownsville, Miss., October 18; Barton Station, October 20, 1863; campaign through northern Mississippi, December, 1863,



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and January, February, 1864; reenlisted as a veteran March 6, 1864; Red River expedition, Louisiana, March, April, May, 1864; assault on Fort de Russy, La., March 14, 1864; actions at Henderson Hill, La., March 21; Grand Ecore, La., April 2; Compti, La., April 3, 1864; battle of Pleasant Hill, La., April 9, 1864; actions at Cane River, La., April 23; Cloutierville, La., April 24; Moore's plantation, La., May 3; Bayou La Moure, La., May 6; Bayou Roberts, La., May 7; Mansura, La., May 16; Bayou de Glaise, La., May 18, 19; Lake Chicot, Ark., June 6, 1864; campaign through northern Mississippi, August, 1864; actions at Oxford, Miss., Aug. 21; Abbeyville, Miss., August 25, 1864; campaign through Arkansas and Missouri, September, October, 1864; battles of Nashville, Tenn., December 15–16, 1864; campaign through Tennessee and Mississippi, December, 1864, and January, 1865; campaign against Mobile, Ala., March, April, 1865; action at Fish River, Ala., March 23, 1865; siege of Spanish Fort; capture of Spanish Fort, Ala., April 9; Fort Blakely, Alabama, April 9, 1865; duty at Demopolis, Ala., until September, 1865; commanded the Second Brigade, Third Division, Fifteenth Army Corps, at intervals during 1862 and 1863 and the Second Brigade, First Division, Sixteenth Army Corps, Army of the Tennessee, from March 7, 1864, to September 6, 1865; was wounded at Farmington May 28, 1862, and at Nashville December 16, 1864.

*Military record of Samuel H. Hurst in the United States Volunteer Army of the civil war, 1861–1865.*

Hurst, Samuel H. Born Ohio, September 22, 1831; enlisted, Ohio, October 9, 1861; mustered into United States service as captain, Seventy-third Ohio Infantry, November, 1861; as major, June 21, 1862; as lieutenant-colonel, June 27, 1864; as colonel, July 10, 1864; brevet colonel of volunteers, March 13, 1865, for gallant and meritorious service during the recent campaign in Georgia and the Carolinas, and brigadier-general of volunteers, March 13, 1865, for meritorious service during the war; honorably mustered out July 21, 1865.

*Served as follows:* Assisted in organizing Seventy-third Ohio Infantry, October to December, 1861; entered the field as senior captain in January, 1862; campaigned in West Virginia and joined Milroy's army at Monterey in April; had first battle at McDowell; promoted to major in June; was with Frémont in the valley and fought at Cross Keys; crossed the Blue Ridge and entered Pope's army at Culpeper; supported Banks at Cedar Mountain; fought Jackson's advance at Freemans Ford and White Sulphur; on the left at second Bull Run; lost heavily; had horse killed under him; assigned to duty at Arlington; joined Burnside at Fredericksburg during disastrous attempt on Marys Heights; in winter quarters at Falmouth and Stafford; with Hooker at Chancellorsville; joined the march to Gettysburg in Steinwehr's division, which held the crest of Cemetery Hill through all the battle; one-half his regiment killed and wounded guarding the batteries there; in September joined Hooker's command; sent to relieve Rosecrans at Chattanooga; October 28, in Lookout Valley, led with his regiment the perilous midnight charge of Orland Smith's brigade on a fortified hill, 300 feet high, a charge which General Thomas pronounced "one of the most gallant feats of arms of the war;" was in battle at Missionary Ridge; went with Sherman's column to relief of Knoxville; then, at Lookout Valley, veteranized with his men, and after a month of furlough returned to the old camp again; commanded his regiment throughout the Atlanta campaign, in Butterfield's division, Twentieth Corps; fought at Rocky-faced Ridge, Resaca, Cassville, New Hope Church, Sandtown Road, Peach Tree Creek, and siege at Atlanta; marched with Sherman to the sea and through the Carolinas; was at Raleigh at the finish; marched to Washington to the "grand review," was then ordered to Louisville, where muster-out rolls were prepared, and July 24, at Camp Dennison, Ohio, the regiment was discharged; was in service three years and nine months; commanded his regiment one year and ten months; was dangerously wounded at New Hope Church.

*Military record of Frederick S. Hutchinson in the United States Volunteer Army of the civil war, 1861–1865.*

Hutchinson, Frederick S. Born, Bedford, Ohio, September 8, 1839; enlisted, Lyons, Mich., November 12, 1861; mustered into United States service as first sergeant Company F, Fifteenth Michigan Infantry, January 29, 1862; second lieutenant May 1, 1862; first lieutenant July 1, 1862; adjutant May 1, 1862; commissioned major May 31, 1863; mustered October 16, 1863; commissioned

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lieutenant-colonel June 7, 1864; mustered July 20, 1864; commissioned colonel January 14, 1865; mustered May 20, 1865; brevet brigadier-general U. S. Volunteers May 24, 1865, for gallant and meritorious services during the war; mustered out and honorably discharged at Little Rock, Ark., August 13, 1865; service was entirely with troops in the field; was in the battles of Shiloh, Iuka, Corinth, at Vicksburg, and the operations in pursuit of Johnson at Jackson, Miss.; served throughout the Atlanta and Carolina campaigns commanding regiment; was in 76 engagements, besides skirmishes at and during Vicksburg, Atlanta, and Carolina campaigns; was wounded at Shiloh, in front of Vicksburg, at Kenesaw Mountain, and battle of Atlanta; had horses shot under him at Corinth, Vicksburg, Resaca, Atlanta, and Jonesboro. Immediately after battle of Shiloh was appointed A. A. D. C. on staff of Col. J. M. Oliver, commanding Third Brigade, Sixth Division, Army of the Tennessee; afterwards assigned to duty as acting assistant adjutant-general; after capture of Vicksburg, when promoted to major, commanded regiment part of the time until June 6, 1864, when assumed command as lieutenant-colonel and commanded regiment until close of the war; regiment served with Sixth Division, Army of the Tennessee, until June, 1863; it was temporarily attached to the Ninth Corps. At Camp Sherman on Big Black River, Mississippi, July, 1863, it was attached to Fifteenth Army Corps and served in Fourth Division until it was broken up at Atlanta, Ga., when it was assigned to the Second Division and remained as such until close of war; was assigned to command of Third Brigade, Second Division, Fifteenth Army Corps, May 22, 1865; served continuously three years and nine months.

*Military record of Theodore Jones in the United States Volunteer Army of the civil war, 1861–1865.*

Jones, Theodore. Born, District of Columbia; enlisted, Ohio; mustered into United States service as lieutenant-colonel Thirtieth Ohio Infantry August 20, 1861; as colonel April 18, 1863; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service; honorably mustered out August 13, 1865.

*Served as follows:* Left Camp Chase, Ohio, August 30, 1861; served with General Rosecrans in West Virginia; commanded post at Sutton, Braxton County, from September 7 to December 17, 1861; commanded provisional brigade at Fayetteville, W. Va., during March, 1862; with Gen. J. D. Cox in campaign to narrows of New River, May and June, 1862; transferred in Kanawha Division to Warrenton Junction, east Virginia, in August, 1862; with Gen. John Pope in battles of Bull Run and Chantilly, etc.; temporarily in Robinson's Brigade, Fourth Army Corps; crossed Potomac with General McClellan in Kanawha Division, Ninth Army Corps; engagements at Frederick, South Mountain, and Antietam. Taken prisoner at Antietam; confined in Libby prison; paroled; received order to join regiment January 9, 1863; rejoined regiment January 23, 1863, at Youngs Point, La.; regiment assigned to Second Division, Fifteenth Army Corps; partook in all operations about Vicksburg and Jackson, 1863; marched to Chattanooga from Memphis; in battle of Missionary Ridge and relief of Knoxville; Atlanta campaign in 1864; battles of Dallas, New Hope Church, assault of Kenesaw Mountain, Turners Ferry, Stone Mountain, Peach Tree Creek, Atlanta, Ezra Chapel, Jonesboro, and Lovejoy Station; placed in command of First Brigade, Second Division, Fifteenth Army Corps, August, 1864; followed Hood to Tennessee River; marched to the sea; engagement at Clinton, Ga.; assault of Fort McAlister and Savannah; campaign of the Carolinas; engagements at Duck Creek, Buford Bridge, on Salkhatchie, North Edisto, near Poplar Springs, Congaree Creek, Saluda and Broad rivers, Columbia, Camden, and Cheraw, S. C., Fayetteville, Bentonville, and Raleigh, N. C.; marched from Raleigh to Washington via Petersburg, Richmond, and Fredericksburg; grand review; transferred to Louisville, Ky., and from there to Little Rock, Ark., where mustered out, having commanded First Brigade, Second Division, Fifteenth Army Corps, from August 4, 1864, to August 13, 1865.

*Military record of Robert P. Kennedy in the United States Volunteer Army of the civil war, 1861 1865.*

Kennedy, Robert P. Born, Ohio, January 23, 1840. Enlisted, Ohio, April 17, 1861; mustered into United States service as second lieutenant, Twenthy-third Ohio Infantry, June 11, 1861; as captain, A. A. G. Volunteers, October 7, 1862; as major, A. A. G. Volunteers, November 16, 1864; resigned April 8, 1865; as

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colonel One hundred and ninety-sixth Ohio Infantry, April 14, 1865; brevet colonel volunteers March 13, 1865, for gallant and meritorious service during the campaign in West Virginia and in the Shenandoah Valley; and brigadier-general volunteers March 13, 1865, for distinguished gallantry during the war; honorably mustered out September 11, 1865.

*Served as follows:* The war record of the subject of this sketch as furnished by the War Department is as follows: Entered in the service as second lieutenant of Company F, Twenty-third Ohio Infantry, June 1, 1861; promoted to first lieutenant of Company A April 13, 1862; left Camp Chase for Benwood, W. Va., July 25, 1861; thence to Weston, W. Va., July 28, 1861; remained on duty at Weston, Sutton, Summerville, and Glenville, W. Va., until September, 1861; appointed assistant adjutant-general of the first brigade of the Kanawha Division, serving as such from August, 1861, to September, 1862; battle of Carnifax Ferry, September 10, 1861; to Little Sewall Mountain, September 15, 1861, and to New River, October, 1861; action at Cotton Mountain, November 12 and 13.

At Fayette Court House until December 1; at Raleigh Court House, December 31, 1861, to April 1, 1862; action at Blivestón, February 8, 1862; expedition to Blue Stone River, February 10 and 12; advance on Princeton, April 22 to May 1; action at Clarks Hollow, May 1, 1862; action at Princeton, May 8, 1862; Giles Court House, May 10, 1862; Flat Top Mountain, July 5, 1862; Pocks Ferry, August 6, 1862; movement to Washington, D. C., August 15 and 24; battle of Bull Run Bridge, August 27, 1862; assigned to duty as assistant adjutant-general of the Second Kanawha Division, on the staff of Col. E. P. Scammon, Ninth Corps of Army of the Potomac, October, 1862; engagement at Monocacy Bridge, Maryland, September 12, 1862; engagement at Frederick, Md., September 12, 1862; engagement at Middletown, Md., September 12, 1862; battle of South Mountain, Maryland, September 14, 1862; battle of Antietam, Md., September 16–17, 1862; commissioned captain and assistant adjutant-general of Volunteers, and assigned to duty with Brig. Gen. George Crook, commanding Second Kanawha Division, Ninth Army Corps, Army of the Potomac; movement to West Virginia, October 23 to November 14, 1862; operations in West Virginia, November, 1862, to January, 1863; transferred with Gen. George Crook to the Army of the Cumberland, Nashville, Tenn., January, 1863.

On duty as adjutant-general Third Brigade, Fourth Division, Fourteenth Corps, on staff of Gen. George Crook, until June, 1863; assigned to duty as adjutant-general of the Second Division of Cavalry, Army of the Cumberland, on staff of Gen. George Crook and Gen. Kenner Garrard,, from June, 1863, to September, 1864, participating in scouting to Rome, Ga., March 24 to 25, 1863; reconnoissance to McMinnville, April 13 to 14, 1863; Middle Tennessee and Tallahoma campaigns, June 23 to July 7, 1863; Hoovers Gap, June 25 to 28, 1863; Shelbyville, June 27; battle of Chickamauga, Ga., September 18 to 21, 1863; pursuit of Gen. Joseph Wheeler's cavalry, October 1 to 10, 1863; Thompsons Gap, Cumberland Mountains, October 3, 1863; McMinnville, October 4, 1863; Farmington, October 7, 1863; operations against guerrillas from Shelbyville, Tenn., to Rome, Ga., October to December; raid on Bragg's fortifications, November 22 to 28, 1863; reconnoissance to Dalton, Ga., February 23 to 28, 1864; promoted to major and assistant adjutant-general of United States Volunteers, April 13, 1864; Atlanta campaign, May to September, 1864; operations against Dalton, Ga., May 5 to 13; battle of Resaca, May 13, 15; near Rome, Ga., May 15, 1864; Arundel Creek and Floyd Springs, May 16, 1864; engagement at Kingston, Ga., May 18; battles about Dallas, New Hope Church, Pumpkin Vine Creek, and Altoona Hills, May 25 to June 4; Big Shanty, June 9; operations against Pine and Kenesaw mountains, June 1 to July 3; McAfees Crossroads, June 11; Noonday Creek, June 15 to 19; Lattimer's Mills and Powder Springs, June 20.

Near Marietta, Ga., June 23 to July 3; operations on line of Chattahoochie River July 5 to 17; raid to Covington, Ga., July 22 to 24; raid to South River July 27 to 31; Lattimers July 27; engagement at Flat Rock, Ga., July 28; siege of Atlanta, Ga., August 1 to 15; engagement at Decatur August 5; raid around Atlanta August 18 to 20; Jonesboro August 19 and 20; Lovejoy Station August 20; battle of Jonesboro August 31 to September 1; retired from duty as adjutant-general with Second Cavalry, Division of the Army of the Cumberland, and ordered to report to Maj. Gen. George Crook in the Shenandoah Valley as adjutant-general and chief of staff of the Army of West Virginia; battle of Cedar Creek October 19, 1864; brevetted lieutenant-colonel United States Volunteers November 17, 1864; on duty in the Shenandoah Valley until February,

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1865, when he was assigned to duty as adjutant-general of the Middle Military Division, on the staff of Maj. Gen. Winfield Scott Hancock; appointed colonel of the One hundred and ninety-sixth Ohio Volunteers April 13, 1865; on duty with regiment at Winchester, Va., until July, and garrison duty at Baltimore and Forts Henry and Delaware until September, 1865; brevetted brigadier-general of United States Volunteers "for gallant and meritorious services;" mustered out of service and honorably discharged September 22, 1865.

During his service as adjutant-general and chief of staff, Army of West Virginia, he had as one of his assistants William McKinley. Before leaving the Army of the Cumberland, in 1864, he was invited by Maj. Gen. George H. Thomas, commanding that army, to become a member of his staff as chief of cavalry of the Army of the Cumberland. The assignment of a general officer of the Regular Army by the War Department to this position interfered with this proffered honor by General Thomas, and almost immediately thereafter he was, by special order of General Grant, upon the request of Major-General Crook, transferred to the Army of West Virginia as chief of staff of that army. In 1863, at the battle of Antietam, by the fortunes of war, he was in temporary command of a portion of the left wing of the army, and upon the review of that army by President Lincoln on the battlefield at Anteitam he was called to the front and presented to President Lincoln as "the youngest commander of the Army of the Potomac."

*Military record of James H. Kidd in the United States Volunteer Army of the civil war, 1861–1865.*

Kidd, James H. Born Michigan, February 14, 1840; enlisted Michigan; mustered into United States service as captain Sixth Michigan Cavalry October 13, 1862; as major May 9, 1863; as colonel May 19, 1864; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out November 7, 1865.

*Served as follows:* Mostly with troops in the field; August to November, 1862, inclusive, in rendezvous, Grand Rapids, Mich.; December, 1862, to June, 1863, in Department of Washington, Stahel's division, Heintzelman's corps, picketing and scouting in Fairfax County, Va.; June, 1863, transferred to Army of the Potomac, Second Brigade (Custer's, Michigan), Third Division (Kilpatrick's), Cavalry Corps; participated in entire of Gettysburg campaign; in battles of Hanover, Hunterstown, cavalry fight on right at Gettysburg, under Gregg, on third day, Monterey Gap, Smithsburg, Boonesborough, Hagerstown, Williamsport, and Falling Waters; severely wounded at Falling Waters July 14; absent wounded till October 11; treated by army surgeon at "Washington House," Washington, D. C.; rejoined at Brandy Station, Va., October 11; reported to General Custer and took command of regiment with rank of major; in "Mine Run" campaign; in battles of Morton's Ford and Buckland Mills.

Winter quarters at Stevensburg, Va., picketing the Rapidan River; commanded 200 picked men and officers of Sixth on the "Kilpatrick raid" in February–March, 1864; transferred to First Brigade, First Division Cavalry Corps, in May, 1864; commanded regiment in Grant's campaign Rapidan to James; in battles of Wilderness, Todd's Tavern, Beaver Dam Station, Yellow Tavern, Meadow Bridge, Hanover Court House, Hanovertown, Hawes's Shop, Cold Harbor, Deep Bottom, and many minor engagements; went with division to Shenandoah Valley in August, 1864; was in battles of Shepherdstown, Luray, Winchester, Fishers Hill, Toms Brook, Cedar Creek, and all the skirmishes in which the brigade was engaged, being on duty constantly until operations closed in the valley. September 26 to October 26 was in command of the brigade; commanded the brigade (First Brigade, First Division) in the battles of Woodstock, Toms Brook, and Cedar Creek. February and March, 1865, on detached duty; when army was about to move he made strong plea to be relieved and was seconded by General Merritt, but General Sheridan did not grant request until after fall of Richmond. Rejoined at Petersburg. Marched to Washington and took part in grand review. Ordered with regiment to Fort Leavenworth; thence to Laramie; thence to Powder River, Wyo.; commanded "left column Powder River Indian expedition" under Gen. P. E. Conner; honorably discharged in November, after six months on the "plains;" was slightly wounded at Winchester, Va., September 19, 1864; had horse shot under him at Winchester, September 19, and at Cedar Creek, October 19, 1864; was in more than 60 battles and skirmishes; was actually on duty with his

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regiment in the field more than two years; absent on account of wounds three months; service in Indian campaign six months; on detached service about one month; in rendezvous four months.

*Military record of Isaac Miner Kirby in the United States Volunteer Army of the civil war, 1861–1865.*

Kirby, Isaac M. Born in Columbus, Ohio, February 10, 1835; enlisted April 23, 1861; mustered captain Company I, Fifteenth Ohio Infantry, three months' service; mustered captain Company D, Fifteenth Ohio Infantry, three years' service, September 12, 1861; resigned May 3, 1862; mustered captain Company F, One hundred and first Ohio Infantry, August 30, 1862; major, December, 1862; colonel, February 14, 1863; brevet brigadier-general, January 12, 1865; honorably discharged June 12, 1865.

*Served as follows:* In West Virginia spring and summer of 1861; with the Army of the Cumberland in Kentucky and Tennessee, with Gen A. McD. McCook's division, later McCook's corps, Jeff. C. Davis's division; upon the reorganization of the Army after Chickamauga served in the First Division Fourth Army Corps; commanded First Brigade, First Division Fourth Army Corps, on the Atlanta campaign from June 10, 1864, to June 12, 1865, including battles of Franklin and Nashville; went to East Tennessee in the early spring of 1865, and with brigade marched to Asheville, N. C; was in the field at the front constantly for three years and ten months. Theater of operations, West Virginia, Kentucky, Tennessee, Alabama, Georgia, and North Carolina.

*Military record of Oscar H. La Grange in the United States Volunteer Army of the civil war, 1861–1865.*

La Grange, Oscar Hugh. Born in New York, April 3, 1837; entered from Wisconsin. Captain, Fourth Wisconsin Infantry, July 2, 1861; major, First Wisconsin Cavalry, December 10, 1861; lieutenant-colonel, June 12, 1862; colonel, February 5, 1863; brevet brigadier-general volunteers, March 13, 1865, for faithful and meritorious services; honorably mustered out July 19, 1865.

*Served as follows:* Constantly with his regiment in the field. The First Wisconsin Cavalry was ordered to duty in Missouri, where it took part in important campaigns. Colonel La Grange soon attracted the attention of his commanding officers and he was assigned to the command of the First Cavalry Brigade, Army of Southeast Missouri. Colonel La Grange commanded the subdistrict of Cape Girardeau for a time; his command was transferred to the Army of the Cumberland, and he commanded the Second Brigade, First Cavalry Division, Department of the Cumberland, from October, 1863, to May 9, 1864, when he was captured at Dalton, Ga., at the opening of the Atlanta campaign.

Such importance was attached to the services of Colonel La Grange that Gen. E. M. McCook urged that an effort be made to secure a special exchange for Col. O. H. La Grange. The exchange was made in Charleston Harbor, August 3, 1864. Colonel La Grange immediately returned to his command. He was sent to Wisconsin on recruiting service, but returned and took command of his brigade November 9, 1864, and continued in command to May, 1865. Colonel La Grange took part actively in the important cavalry movements while in the Department of the Cumberland. He endeared himself to all with whom he served.

He was commended for his skill and bravery by Generals Vandever, Elliott, John G. Foster, and McCook, and was recommended for promotion by General McCook, General Wilson, General Thomas, and General Sherman. He received his brevet rank as brigadier-general for distinguished services.

*Military record of Hermann Lieb in the United States Volunteer Army of the civil war, 1861–1865.*

Lieb, Hermann. Born, Switzerland, May 24, 1826; enlisted, Decatur, Ill., April 16, 1861; mustered into United States service as private, Company B, Eighth Illinois Infantry, April 30, 1861; honorably mustered out July 25, 1861; as captain, Eight Illinois Infantry, July 25, 1861; as major November 1, 1862; as colonel Fifth U. S. Colored Artillery, August 7, 1863; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out May 20, 1866.

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*Served as follows:* From April to July, 1861, carried a musket; drilled company B, Eighth Illinois Infantry, at Cairo; was elected their captain for three years' service; in February, 1862, was in the expedition undertaken by General Grant against Fort Henry, the Eighth Regiment, in command of Colonel Oglesby, forming part of forces; skirmished with Confederate cavalry. Fort Donaldson immediately following, the Eighth formed part of right wing of Army, at which point the Confederates attempted to break through. In this engagement Company B lost one lieutenant (killed) and a fourth of its number killed and wounded. Was warmly complimented by Colonel Oglesby. The next battle, in which the Eighth was constantly engaged on the firing line for two days, was Shiloh. At the siege of Corinth my company (B) was mentioned by Gen. John A. Logan and General McClernand for gallantry displayed on the skirmish line against an overwhelming force of the enemy. In 1862, also, being detached on staff of General Stevenson, and subsequently appointed adjutant, General McPherson's staff; took part in pursuit of Confederate under Price and Van Dorn, resulting in the capture of several thousand prisoners, over 30 pieces artillery, and 1,000 small arms; subsequently the army was transported to Milliken's Bend, on Louisiana side of river; early in 1863 General Thomas appeared with orders from President Lincoln to organize colored troops. I was made commander of one of these regiments.

Shortly after the movement of General Grant's army toward the rear of Vicksburg began, not wishing to remain idle, asked leave to follow army to recruit regiment. General Stevenson obtained permission to place me in charge of skirmishers of his brigade, in which capacity I took part in the battles of Raymond, Jackson, Champion Hill, Big Black, the siege and assault upon Vicksburg, (See Stevenson's official report.) Rumors of a contemplated attack of the Confederates on the depots and camps west of the Mississippi having reached the besiegers at Vicksburg, I hastened back to my post at Millikens Bend. At post Ninth Louisiana (my regiment), Eleventh Louisiana, and First Mississippi Infantry, all colored, were encamped between river and levee, armed with Austrian muskets, declared unserviceable by white troops. As ranking officer I took command of brigade; at daybreak June 6, made reconnoissance with Ninth Louisiana in direction of Raymond, La., pursuant to orders from General Dennis, at headquarters, Youngs Point; found Confederates in force; returned to Bend; reported to General Dennis, requesting reenforcements with artillery, if possible; Twenty-third Iowa, under Colonel Glascow, was sent—total force, 1,060. At daybreak on 7th was attacked by brigade of Texan Infantry, 2,500, and 200 cavalry; after a few volleys a hand to hand encounter ensued at levee; assisted by two gunboats, the Confederates were driven back at about noon.

The enemy's loss was 100 killed, 300 wounded; ours, 12 officers and 90 men killed, 17 officers and 268 men wounded—the highest percentage of loss in battle on record. In official report General Dennis says: "Officers and men deserve greatest praise for courageous conduct, especially Colonel Lieb, who by his daring and gallantry inspired his men to deeds of highest valor." The second encounter of the war with employment of raw colored troops. (See page 447, vol. 24, series 1, Reports of Union and Confederate Armies.) During that fight I was severely wounded in the thigh, and to this day bear the deadly missile fired from a Texas ranger's rifle in my body. Granted sick leave; went north; returning to Millikens Bend early in July; found an order from Grant for me to report immediately at headquarters in Vicksburg. The general received me most cordially, complimented my conduct and that of my command in flattering terms, and instructed me to organize at once a colored regiment of heavy artillery for the defense of Vicksburg, which done, was declared by regulars of some experience with colored troops to be by far the finest in the service. Gen. Tecumseh Dana, on assuming command of Department of Mississippi, appointed me inspector-general, or chief of staff; remained in the service a year after the close of war.

*Military record of John T. Lockman in the Volunteer Army of the United States in the civil war, 1861–1865.*

Lockman, John Thomas. Born, New York, September 26, 1834; entered service New York, first lieutenant, Eighty-third New York Infantry, May 27, 1861; captain November 25, 1861; resigned September 22, 1862; lieutenant-colonel One hundred and nineteenth New York Infantry October 16, 1862; colonel May 3, 1863; brevet brigadier-general volunteers March 13, 1865, for meritorious con-

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duct in the campaign ending with the occupation of Atlanta, Ga.; honorably mustered out June 7, 1865.

Bvt. Brig. Gen. John T. Lockman was born in the city of New York on the 26th day of September, 1834. For over seven years he served in the old volunteer fire department. At the outbreak of the rebellion he was a student at law in the office of C. J. & E. DeWitt, in that city. On the 19th day of April, 1861, he enlisted as a private in C Company, Ninth Regiment of New York State Militia. Having recruited H Company for the Ninth Regiment, he was elected its first lieutenant. The regiment left New York on the 27th day of May, 1861, for Washington, arriving there in the evening of the 28th, relieving the Seventh New York State Militia. He participated in the Martinsburg campaign under Gen. Robert Patterson and Balls Bluff under Gen. Charles P. Stone. Was commissioned captain and took part in the movements terminating in the occupation of Winchester, Va., and the campaign in Virginia under General Pope. On the organization of the One hundred and nineteenth Regiment of New York Volunteers, in September, 1862, he was commissioned its lieutenant-colonel and took part in the campaign of the Army of the Potomac under General Burnside; and on the death of Col. E. Peisner, its colonel, at the battle of Chancellorville, he succeeded to the command of the regiment and was commissioned its colonel. On the first day of the battle of Gettysburg he was severely wounded. On rejoining his regiment, in September, 1863, the Eleventh Corps, of which his regiment formed part with the Twelfth Corps, was ordered to the Southwest to reenforce General Thomas, and took part in establishing communication with the Army of the Cumberland, or, as it was styled, "opening the cracker line." He took part in the battles of Wauhatchee and Missionary Ridge, the pursuit of General Bragg, and the relief of Knoxville.

In April, 1864, the Eleventh and Twelfth Corps were consolidated and formed into the Twentieth Corps, under command of General Hooker. The One hundred and nineteenth Regiment of New York Volunteers was assigned to the Second Brigade, Second Division ("White Star"), of that corps, and took part in the battles of Rocky-Faced Ridge and Resaca, at which battle General Lockman, by order of General Hooker, led three regiments in the assault and capture of a Confederate fort. He participated in the battles of Cassville, Pine Hill, Kolb's Farm, Dallas (where he commanded the Second Brigade), Kenesaw Mountain, Peach Tree Creek, and the siege of Atlanta, entering that city September, 1864. He also participated in the march to the sea, siege and occupation of Savannah, Ga., where he was placed in command of a provisional division to guard the captured cotton and army stores. He also took part in the march through the Carolinas and the movements resulting in the occupation of Cheraw, S. C., the battle of Bentonville and occupation of Raleigh, N. C., and the surrender of Gen. Joseph E. Johnston's army at Durham Station, N. C.

General Lockman was brevetted brigadier-general of volunteers "for meritorious services in the capture of Atlanta." He served under the following, who were commanders of armies: Generals Scott, McDowell, Patterson, McClellan, Burnside, Hooker, and Meade, in the Army of the Potomac; Grant, Rosecrans, Thomas, and Sherman, in the Army of the Cumberland, and Slocum, in the Army of Georgia; under the corps commanders Stone, Banks, Howard, Hooker, Slocum, Williams, and Mower, and was mustered out of service June 8, 1865.

*Military record of Adam G. Malloy in the United States Volunteer Army of the civil war, 1861–1865.*

Malloy, Adam G. Born in Ireland 23d day August, 1828; enlisted in Wisconsin May, 1861; mustered into United States service as captain, Sixth Wisconsin Infantry, July 16, 1861; mustered out to accept promotion as lieutenant-colonel Seventeenth Wisconsin Infantry February 2, 1862; mustered as colonel Seventeenth Wisconsin Infantry December 1, 1862; brevet brigadier-general Volunteers March 13, 1865, for gallant and meritorious service; honorably mustered out July 14, 1865; appointed first lieutenant, Seventeenth U. S. Infantry, February 23, 1866; brevet colonel, United States Army, March 2, 1867, for gallant and meritorious service at the battle of Nashville, Tenn., December 15 and 16, 1864; honorably discharged at his own request August 23, 1870.

*Served as follows:* In the Army of the Potomac from July, 1861, to February 2, 1862; joined the army under Major-General Grant at Pittsburg Landing, Tenn., April, 1862; with regiment on advance to Corinth, Miss., May, 1862; commanded regiment in MacKean's division and participated in the battle of Corinth October 3 and 4, 1862; with regiment in Ranson's brigade at seige and surrender of Vicksburg, 1863; regiment veteranized March, 1864; returned with

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regiment to the field April, 1864; commanded Third Brigade, Third Division, Seventeenth Army Corps, during the Atlanta campaign, and participated in the battle of Kenesaw Mountain, siege of Atlanta, battle of Ezra's Church, Jonesboro, and Lovejoys Station; commanded Provisional Brigade, Army of the Tennessee, at the battles of Nashville, Tenn., December 15 and 16, 1864, and Kingston, N. C., March 14, 1865; served with troops in the field for more than two years.

*Military record of Orrin L. Mann in the United States Volunteer Army of the civil war, 1861–1865.*

Mann, Orrin L. Born, Ohio; entered service, Illinois; major, Thirty-ninth Illinois Infantry, October 11, 1861; lieutenant-colonel December 1, 1861; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious services in the campaign before Richmond, Va.; honorably mustered out December 6, 1865.

*Served as follows:* The Thirty-ninth Illinois Infantry was organized at Chicago October 13, 1861; started to St. Louis, Mo., to report to General Curtis; on October 29 the regiment started to Williamsport, Md., and on its arrival was assigned to guard the Baltimore and Ohio Railroad. The importance of the duty of maintaining this railroad can not be overstated. The regiment had plenty of fighting to do during this service; General Jackson attacked the line with an overwhelming force and the different detachments of the regiment were attacked at their various stations and all acquitted themselves with gallantry. Major Mann had his first experience under fire here, and held his position at Bath, Va., against a largely superior force.

The regiment made a forced march to the relief of Cumberland, Md.; from Cumberland it moved to New Creek and was assigned to the First Brigade of General Lander's division; the regiment was at Martinsburg, Strausburg, and on March 23, 1862, was in the battle of Winchester and the defeat of General Jackson; May 1, 1862, the regiment was ordered to Fredericksburg to report to General McDowell; upon the defeat of General Banks in the Shenandoah Valley the regiment was ordered back to reenforce General Banks; but soon the regiment was ordered to report at Alexandria, where it joined the movement under General McClellan; the regiment participated in the Peninsular campaign; was at the second battle of Malvern Hill; was now assigned to First Brigade, General Peck's division, General Keyes's corps; moved to Fortress Monroe; garrisoned Suffolk for some time.

In January, 1863, the regiment reported to General Foster at Newbern, N. C.; it was at Hilton Head, April, 1863; was with General Hunter operating against Charleston. Occupied Morris Island. Major Mann had in the meantime been promoted lieutenant-colonel and commanded the force in the trenches before Fort Wagner. The siege was pressed with great vigor. On August 7 Colonel Mann, pushing into Fort Wagner as the enemy withdrew, sent the following dispatch announcing his success:

"HEADQUARTERS OFFICER OF THE TRENCHES,
"*Fort Wagner, Morris Island, North Carolina, August 7, 1863.*

"To Major-General Q. A. GILMORE:

"The field officer of the trenches sends his compliments and congratulations to the major-general commanding from the bombproofs of fallen Fort Wagner, and wishes to assure him that his confidence in God and General Gilmore is yet unshaken."

The regiment, after its veteran furlough—at which time many recruits were secured—in May, 1864, was in General Butler's unsuccessful expedition up James River.

The regiment was in the siege of Petersburg and made a successful charge on Fort Gregg, capturing it. Colonel Mann led the charge. For this valiant deed Gibbon placed a blazon upon the flagstaff of the regiment with the following inscription: Presented to the Thirty-ninth Illinois Veteran Volunteers by Maj. Gen. John Gibbon, commanding Twenty-fourth Army Corps, for gallantry in the assault on Fort Gregg, Petersburg, Va., April 2, 1865."

The regiment was in the final campaign of April, 1865, at Appomattox. Colonel Mann had been brevetted brigadier-general of volunteers March 13, 1865, and had been severely wounded. The regiment was assigned to duty at Norfolk, Va. General Mann was appointed provost-marshal for the district of East Virginia. The regiment was mustered out December 16, 1865.

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*Military record of Charles F. Manderson in the United States Volunteer Army of the civil war, 1861–1865.*

Manderson, Charles F. Born, Pennsylvania; enlisted, Ohio; mustered into United States service as captain, Nineteenth Ohio Infantry, May 30, 1861; honorably mustered out August 31, 1861; as captain, Nineteenth Ohio Infantry, September 26, 1861; as major April 7, 1862; as lieutenant-colonel February 28, 1863; as colonel April 14, 1863; brevet brigadier-general volunteers March 13, 1865, for long, gallant, faithful, and meritorious service during the war; resigned March 17, 1865.

Charles Frederick Manderson was born of paternal Scotch-Irish and of maternal German ancestry in Philadelphia, Pa., February 9, 1837, and received his education in the schools of his native city. At the age of 19 he removed to Canton, Stark County, Ohio, where he studied law and was admitted to the bar in 1859. In the spring of 1860 he was elected city solicitor of Canton, Ohio, and was reelected the next year.

On the day of the receipt of the news of the firing on Fort Sumter, in April, 1861, he enlisted as a private with Capt. James Wallace, of the Canton Zouaves, an independent company in which he had been a corporal. Receiving permission from Governor Dennison, he, with Samuel Beatty, an old Mexican soldier, then sheriff of Stark County, raised a full company of infantry in one day, Manderson being elected and commissioned first lieutenant. In May, 1861, Beatty, the captain, being made colonel of the Nineteenth Ohio Infantry, Manderson became captain of Company A of that regiment. He took two companies into western Virginia, among the first troops occupying that section, and the Nineteenth Ohio became a part of the brigade commanded by General Rosecrans in General McClellan's army of occupation of West Virginia. The regiment participated with great credit in the first field battle of the war, Rich Mountain, the 11th day of July, 1861. Captain Manderson received special mention in the official reports of this battle. In August, 1861, he reenlisted his company for three years or during the war, and in this service he rose through the grades of major, lieutenant-colonel, and colonel of the Nineteenth Ohio Infantry, and on January 1, 1864, over 400 of the survivors of his regiment reenlisted with him as veteran volunteers. The battle of Shiloh, fought April 7, 1862, during which Captain Manderson acted as lieutenant-colonel, caused his promotion to the rank of major, and he was mentioned in the reports of General Boyle and General Crittenden for distinguished gallantry and exceptional service. General Boyle says in his report:

"Captain Manderson deported himself with cool nerve and courage and personally captured a prisoner."

He was in command of the Nineteenth Ohio Infantry in all its engagements up to and including the battle of Lovejoys Station on September 2, 1864. At the battle of Stones River, or Murfreesboro, fought December 31, 1862, and January 2, 1863, the regiment lost in killed and wounded 213 men out of 449 taken into the engagement, or 44 per cent. It won distinguished renown and exceptional mention for its participation in this great battle, and the official reports gave particular credit to its charge in the cedars, which checked the enemy's advance upon our right and restored the line of battle to one that could be maintained. Gen. Fred Knefler, who commanded the Seventy-ninth Indiana, said in his official report: "It may not be improper to remark that the behavior of my regiment, which had but few opportunities for drill, and had not been long in the field, may be attributed in a great measure to the splendid conduct of the Nineteenth Ohio, Major Manderson commanding, the effect of whose example was not lost upon the officers and soldiers of my regiment."

General Grider, commanding the brigade, says: "The command was splendidly led by its officers among whom was Major Manderson, who exhibited the utmost coolness and daring."

After the battle of Rich Mountain, and during its three years and its veteran service, the Nineteenth Ohio Infantry participated in the following campaigns and battles: Shiloh, siege of Corinth, action near Farmington, movement from Battle Creek, Tennessee, to Louisville, Ky., Perryville campaign, Crab Orchard, Stones River, Murfreesboro, Tullahoma campaign, Liberty Gap, Chickamauga, siege of Chattanooga, Orchard Knob, Mission Ridge, Knoxville campaign, Atlanta campaign, Cassville, Dallas, New Hope Church, Picketts Mills, Ackworth Station, Pine Knob, Kulp's Farm, Kenesaw, affair near Marietta, crossing the Chattahoochie River, Peach Tree Creek, siege of Atlanta, Ezra Chapel, Jonesboro, Lovejoys Station, Franklin, Nashville, and pursuit of Hood's army.

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The brigade commander says of the battle of New Hope Church, during the Atlanta campaign, in his official report: "The second line commanded by Colonel Manderson, and composed of the Nineteenth Ohio, the Seventy-ninth Indiana, and the Ninth Kentucky, advanced in splendid style through a terrific fire. Officers and soldiers acted most gallantly, the regiments of the second line particularly, which advanced in admirable order over very difficult ground and determinedly maintained their ground against very superior numbers. Conspicuous for gallantry and deserving of special mention is Col. C. F. Manderson, of the Nineteenth Ohio."

While leading his demi-brigade, composed of the Nineteenth Ohio, the Ninth Kentucky, and the Seventy-ninth Indiana, in a charge upon the enemy's works at Lovejoys Station, Ga., on September 2, 1864, in which in a most desperate charge, the front line of works was taken and held, he was severely wounded in the spine and right side.

General Knefler, commanding the brigade, says officially: "I can not say too much of Colonel Manderson who was severely wounded and always conspicuous for gallantry and skill."

General Wood, who commanded the division, says of the charge upon the enemy's works: "It was gallantly made, and we lost some valuable officers, among them Colonel Manderson."

The ball being unextracted and much disability arising therefrom, he was compelled to resign the service from wounds, in April, 1865, the war in the West having practically closed. Previous to his resignation, he was brevetted brigadier-general of Volunteers, U. S. Army, to date March 13, 1865, "for long, faithful, gallant, and meritorious services during the war of rebellion." This distinction came to him on the recommendation of army commanders in the field and not by political influence. He participated in all the battles in which his regiment took part except Chickamauga, when he was absent on detached duty, and Franklin and Nashville, when he was absent on account of wounds.

*Military record of Wm. M. McArthur in the United States Volunteer Army of the civil war, 1861–1865.*

McArthur, Wm. M. Born, Maine, July 7, 1832; enlisted, Maine, April 15, 1861; mustered into United States service as captain, Eighth Maine Infantry, September 7, 1861; as major, April 11, 1864; as lieutenant-colonel, September 13, 1864; as colonel, March 13, 1865; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious conduct at the battle of Drury's Bluff, May 14, 1864, and in the action of Williamsburg, Va., October 27, 1864; honorably mustered out January 18, 1866.

*Served as follows:* In expeditionary corps of Gen. W. T. Sherman; at Tybee Island, April 12, commanded detail 50 men in battery signal, bombardment of Fort Pulaski; in reconnoissance from Jacksonville, Fla., March 19, 1863, with loss in his company of 2 killed, 2 wounded; in command of regiment at Beaufort, S. C., and promoted major April 11; ordered to Virginia; landed at Gloucester Point and rejoined by Lieutenant-Colonel Boynton and 330 reenlisted men; May 16 in battle of Drury's Bluff, with heavy losses, and Lieutenant-Colonel Boynton severely wounded; commanding regiment in action at Bermuda Hundred, 18th, 19th, 20th, with heavy losses; ordered to Whitehouse Landing and assigned to Colonel Stedman's brigade, Eighteenth Army Corps.

In battle of Cold Harbor June 3, losing 2 officers, 23 men killed; 3 officers, 48 men wounded, 6 missing; intrenched where repulsed and held position till 11th, when relieved, and proceeded to Cold Harbor; thence to Petersburg front; there engaged the enemy on 15th, 16th; on 17th ordered to charge a fortified position in our front; carried it, capturing and sending to our rear 2 officers 53 men; our loss in this affair, Lieutenant Stevens mortally wounded, 11 men killed, 38 wounded; ordered to push on; did so and severely wounded by a bullet in the groin; at Chesapeake General Hospital; returned to regiment in trenches before Petersburg August 11; moved into works other side Appomattox; September 13 Lieutenant-Colonel Boynton rejoined and was mustered colonel and I lieutenant-colonel; on 28th engaged in the successful assault on Fort Harrison; October 27 in action of Williamsburg Road, losing heavily; December 5 in newly-organized Twenty-fourth Army Corps; same day ordered to the command of the fort on Spring Hill, in advance of our extreme right; 10th attacked by Field's division of Longstreet's corps in their reconnoissance in force; at night they retired, leaving their dead on the field; our loss in this

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affair, Captain Tozier and 4 men killed, 6 wounded; in 1865 in chase up of General Lee and at the surrender at Appomattox; marched with Twenty-fourth Army Corps to Richmond; stationed at various points and mustered out at Fort Monroe, January 18, 1866.

*Military record of Brevet Brig. Gen. James S. Martin in the United States Volunteer Army of the civil war, 1861–1865.*

Martin, James Stewart. Born, Virginia, August 19, 1826; entered service, Illinois; colonel One hundred and eleventh Illinois Infantry, September 18, 1862; brevet brigadier-general volunteers, February 28, 1865; honorably mustered out, June 7, 1865.

*Served as follows:* Continuously in the field; February 2, 1863, assigned to the command of the post of Columbus, Ky; April 18, 1863, assigned to command post of Paducah, Ky.; October 31, 1863, ordered by General Sherman to Florence, Ala.; was under command of General Dodge and was assigned to Second Brigade, Second Division, Sixteenth Army Corps; was ordered to Pulaski, Tenn.; March 16, 1864, was transferred to the Fifteenth Army Corps at Huntsville, Ala., and reported to General Logan. General Martin served during the year 1864 and until the close of the war in the Fifteenth Army Corps, Army of the Tennessee. He was in the Atlanta campaign; was in the battles of Resaca, Dallas, Kenesaw, Atlanta, and Jonesborough; he marched with Sherman to the sea; was in the assault on Fort McAlister during siege of Savannah; entered the fort and received the surrender of the Confederate forces; was on the Carolina campaign; was at the battle of Burtonville; was in the grand review at Washington, May, 1865.

*Military record of Norman J. Maxwell in the United States Volunteer Army of the civil war, 1861–1865.*

Maxwell, Norman J. Born, Pennsylvania, March 14, 1834; enlisted, Pennsylvania; mustered into United States service as quartermaster-sergeant One hundredth Pennsylvania Infantry, August 27, 1861; as second lieutenant, February 16, 1862; as first lieutenant, March 1, 1863; captain, April 24, 1863; as major, December 12, 1864; as colonel, April 18, 1865; brevet brigadier-general volunteers, April 18, 1865, for gallant and meritorious service during the war; honorably mustered out, July 24, 1865.

*Served as follows:* Continuously with troops in the field; 1861 and part of 1862 in South Carolina battles of Hilton Head, Beaufort, Legare's Point, James Island; transferred to Virginia, Third Brigade, First Division, Ninth Army Corps; battles of Manassas, Chantilly, Va., South Mountain, and Antietam, Md., Fredericksburg, Va.; 1863 to Kentucky, then to battle of Vicksburg and Jackson, Miss.; back to eastern Tennessee; battle of Blue Springs, Campbell's Station, siege of Knoxville, Tenn.; 1864, battle of Wilderness, Spottsylvania, North Anna, Bethesda Church, Cold Harbor, siege of Petersburg, Petersburg Mine, Weldon Railroad, Boydton Road, Fort Stedman, fall of Petersburg, Va.; commanded a brigade a short time.

*Military record of Thomas A. McNaught in the United States Volunteer Army of the civil war, 1861–1865.*

McNaught, Thomas A. Born, Indiana, September 8, 1826; enlisted, Indiana, September 1, 1861; mustered into United States service as captain Fifty-ninth Indiana Infantry, October 10, 1861; as major November 16, 1862; as lieutenant-colonel April 10, 1865; as colonel June 28, 1865; brevet brigadier-general volunteers August, 1865, for meritorious service; honorably mustered out July 17, 1865.

*Served as follows:* Continuously with troops in the field. In Pope's division of the Army of Mississippi. Was at the siege of New Madrid; captured Confederate General McCowen's command at Tiptonville, Tenn.; was at the battle of Island No. 10; was at the bombardment of Fort Pillow; the siege and battle of Corinth, Miss.; the battle of Corinth on 3d and 4th of October, 1862; the battle of Holly Springs. Was transferred with regiment to the Second Brigade, Seventh Division, Seventeenth Army Corps, to Army of Tennessee.

Was in campaign against Vicksburg, in battles of Port Gibson, Raymond (where I had a horse shot), Thompson's Farm, Jackson, Champion Hills, and Black River. The siege and battles of Vicksburg included the assault on the

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22d of May, 1863, where I was wounded; was transferred to the First Brigade, Third Division, Fifteenth Army Corps; was at battle of Yazoo City; the battle on Tennessee River near Madison Station; assault on Missionary Ridge; battle near Carterville, Ga.; battle of Altoona Pass and Tilton, Resaca, Big Shanty, Kenesaw Mountain, and Peachtree Creek; the battle and fall of Atlanta and Sherman's march to the sea, including the battle, siege, and capture of Savannah, Ga.; in the campaign through the Carolinas; the battle of Bentonville, N. C., the last battle of war; the surrender of Gen. Joseph E. Johnston to Gen. W. T. Sherman near Raleigh. Then marched by way of Petersburg to Richmond, Va., and to Washington City, where in triumph we passed in review. From Washington, D. C., to Louisville, Ky. He served his country in all the seceded States except Florida and Texas. He commanded the brigade to which he belonged at different times, and was in command of the brigade when mustered out of United States service.

*Military record of George W. Mindil in the United States Volunteer Army of the civil war, 1861–1865.*

Mindil, George Washington. Born, Germany; entered service, New Jersey; second lieutenant Twenty-third Pennsylvania Infantry, July 15, 1861; first lieutenant, August 31, 1861; captain, October 5, 1861; transferred to Sixty-first Pennsylvania Infantry, February, 1862; resigned, October 6, 1862; colonel Twenty-seventh New Jersey Infantry, October 10, 1862; honorably mustred out, July 2, 1863; colonel Thirty-third New Jersey Infantry, September 5, 1863; brevet brigadier-general volunteers March 13, 1865, for general good conduct during the campaign from Savannah, Ga., to Goldsboro, N. C., and major-general volunteers, March 13, 1865, for gallant and meritorious service in the battles of Chattanooga and Missionary Ridge, Tenn., and Mill Creek Gap near Dalton, Ga.; awarded medal of honor, February 10, 1887, for having, on June 17, 1863, volunteered the services of his regiment after its term had expired, and awarded another medal of honor, October 25, 1893, for, while serving as aid-de-camp, he led the charge with a part of a regiment, pierced the enemy's center, silenced some of his artillery, and getting in his rear, caused him to abandon his position at Williamsburg, Va., May 5, 1862; honorably mustered out, July 17, 1865.

*Served as follows:* Entered the military service of the United States, as second lieutenant, Company B, Twenty-third Pennsylvania Volunteers, July 15, 1861; promoted to first lieutenant, August 2, 1861; promoted to captain, October 3, 1861. On duty during 1861, and to March, 1862, in the defenses of Washington. Detailed as assistant adjutant-general on the staff of Gen. David B. Birney, commanding Second Brigade, First Division, Third Army Corps, March 7, 1862. Participated as such, in Kearny's division, in the siege of Yorktown, and in the battles of Williamsburg, Fair Oaks, Orchards, Savage's Station, White Oak Swamp, Charles City Cross Roads, and Malvern Hill. At Williamsburg, he led the decisive charge of the day (see Official Reports of Generals Kearny and Birney), and was awarded a medal of honor by special resolution of Congress for "distinguished bravery" in that battle.

Detailed as assistant inspector-general and chief of staff to Maj. Gen. Philip Kearny, First Division, Third Corps, July 6, 1862; fought with him at Rappahannock and Bristow stations at Second Manassas, August, 1862, and at Chantilly, September 1, 1862, where General Kearny was killed; detailed as aid to the commanding general of the Army of the Potomac, September 6, 1862, and was temporarily detailed to the staff of Maj. Gen. N. P. Banks, commanding the defenses of Washington, to aid in the formation and transmission of reenforcements to the army in the field; promoted colonel Twenty-seventh New Jersey Volunteers, a nine months' regiment, October 3, 1862; commanded a provisional brigade in Casey's division in the defenses of Washington until December 1, 1862; then ordered to reenforce the Army of the Potomac at Falmouth, Va., and assigned to the Second Brigade, First Division, Ninth Corps, and took part in the battle of Fredericksburg December 12 and 13, 1862.

Transferred with the Ninth Corps to Newport News, Va., in January, 1863, and in March with part of the corps, under General Burnside, to the Department of the Ohio, commanding brigade there, consisting of the Twenty-seventh New Jersey, Second Tennessee, One hundred and Third Ohio, and Wildrick's Indiana battery of artillery in Gen. S. P. Carter's division against the rebel generals Morgan, Pegram, and Duke in various campaigns in central Kentucky; left the State on June 17, 1863, at expiration of term of service, to pro-

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ceed home for muster out. On that day, hearing of Lee's invasion of Pennsylvania, he offered the services of his regiment to President Lincoln during the emergency in that State, and was retained in service until the campaign of Gettysburg was fully developed.

Received the thanks of President Lincoln, through the War Department; also a medal of honor and a recommendation for promotion to brigadier-general from General Burnside.

At the personal request of President Lincoln he reenlisted his regiment for the war, and as colonel of the Thirty-third New Jersey Volunteers, fifty-five days only having been spent in recruiting, again took the field; was assigned temporarily to the Second Division, Eleventh Corps, in September, 1863, and with Generals Hooker and Howard was transferred from Virginia to the Army of the Cumberland; fought in Lookout Valley, at Chattanooga, and Missionary Ridge in October and November, 1863, and commanded the First Brigade, Second Division, Eleventh Corps, under Generals Sherman and Howard in the campaign that followed for the relief of Knoxville. Upon its termination was again recommended for promotion by Generals Howard and Hooker. Participated in the Atlanta campaign during the spring and summer of 1864, leading the storming column of three regiments at the assault on Mill Creek Gap in Rocky Face Ridge, near Dalton, Ga., and commanded the Second Brigade, Second Division, Twentieth Corps, in the siege and capture of Atlanta, it being the first solid brigade of troops to enter that stronghold.

Participated in Sherman's march to the sea in November and December, 1864, and in the siege and capture of Savannah, December 21, 1864. At Savannah was again recommended for promotion by Generals Sherman, Howard, and Geary; commanded the Second Brigade, Second Division, Twentieth Corps, in the campaign of the Carolinas, and fought at Columbia, Cheraw, Fayetteville, Averysboro, and Bentonville. Upon the termination of this campaign was again recommended for promotion by Generals Grant, Sherman, Slocum, Mower, and Geary; commanded the First Brigade of the Second Division (Geary's), Twentieth Corps (Mower's), in the closing campaign of the war to Raleigh and beyond, skirmishing with the enemy at Smithfield, N. C.

Participated in the grand review at Washington after the close of the civil war, being afterwards assigned to the command of a brigade, and subsequently to a provisional division in front of Washington, that was destined for operations on the Rio Grande and into Mexico for the expulsion of the French from that country. Was brevetted brgadier-general for general good conduct during the campaign from Savannah, Ga., to Goldsboro, N. C., "and major-general for distinguished conduct in the battles of Chattanooga, Mission Ridge, and Mill Creek Gap, near Dalton, Ga.;" mustered out of the Army July 17, 1865, after four years' constant service in the field.

*Military record of Robert H. G. Minty, in the United States Volunteer Army of the civil war, 1861–1865.*

Minty, Robert H. G. Born in Ireland, December 4, 1831; enlisted, Michigan; mustered into United States service as major Second Michigan Cavalry, September 2, 1861; as lieutenant-colonel Third Michigan Cavalry, September 7, 1861; as colonel Fourth Michigan Cavalry, July 31, 1862; brevet brigadier-general and major-general volunteers, March 13, 1865, for gallant and distinguished service during the war; honorably mustered out August 15, 1865.

*Served as follows:* Abstract of military service of R. H. G. Minty, brevet major-general United States Volunteers during the civil war. Entered the service as major Second Michigan Cavalry, September 2, 1861. For "marked attention to the organization, discipline, and drill of his regiment" was promoted to lieutenant-colonel Third Michigan Cavalry; commanded the regiment at New Madrid, Island No. 10, and in the operations in front of Corinth, with the Army of the Mississippi.

Was honorably mentioned by Gen. John Pope, in General Orders, No. 104, dated headquarters, Army of the Mississippi, May 4, 1862; was again honorably mentioned by General Rosecrans, in General Orders, No. 81, dated headquarters, Army of the Mississippi, July 2, 1862; was promoted to colonel Fourth Michigan Cavalry, July 22, 1862; took active part in pursuit of the Confederate Army under General Bragg, from Perryville to beyond Crab Orchard, Ky.; at the

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battle of Stamford, Ky., was highly commended by Col. John Kennett, commanding division. (See Vales's "Minty and the Cavalry," p. 100.)

Crossed the Cumberland River at Gallatin, Tenn., November 9, 1862, in advance of the left wing of the Army of the Cumberland, and drove John Morgan's command out of Lebanon, Tenn., with heavy loss. (See Fitch's "Annals of the Army of the Cumberland," p. 207; "Minty and the Cavalry," p. 101.)

Captured Franklin, Tenn., by assault, December 4, 1862, where he was the first man to ford the river and enter the town. ("Annals of the Army of the Cumberland," p. 381.)

December 22, 1862, was assigned to command of the First Brigade of Cavalry, Army of the Cumberland, although three colonels, George Wyncoop, Seventh Pennsylvania Cavalry; Frank Woolford, First Kentucky Cavalry; and Wm. B. Stokes, Fifth Tennessee Cavalry, outranked him by about eight months. December 26, with his brigade, took the advance of the left wing of the Army of the Cumberland in its movement from Nashville, Tenn.

December 31, during the battle of Stone River, led two charges of his brigade against the brigades of Generals Wheeler, Wharton, and Buford, driving them from the field with great loss. ("Annals of the Army of the Cumberland," pp. 207–208.)

Was honorably mentioned for part taken in battle of Stone River. (See report of Gen. D. S. Stanley, chief of cavalry.)

January 13, 1863, near Rover, Tenn., charged Russell's brigade of Confederate cavalry; killed or wounded 52 with sabers, and made prisoners of 94. ("Annals of the Army of the Cumberland," p. 208; "Minty and the Cavalry," p. 135.)

March 4, 1863, near Rover, Tenn., again charged and drove Russell's brigade of Confederate cavalry, captured their camp and transportation at Unionville, and with sabers charged into the lines of General Polk's infantry division near Shelbyville, Tenn., taking a large number of prisoners. (Van Horn's "History of the Army of the Cumberland," vol. 1, p. 290; "Annals of the Army of the Cumberland," pp. 208–209.)

In "Sheridan's Memoirs," pages 256–257, he says: "The loss of the enemy in this saber charge was heavier for the numbers engaged than in any conflict I have witnessed during the war."

General Rosecrans, in his telegram reporting the affair to the Secretary of War, said: "The brave Colonel Minty used sabers where carbines would delay." He also issued a general order describing the fight, one paragraph of which read: "2. In recognition of the dash and gallantry displayed by this brigade on all occasions, it shall hereafter be known in this department as 'The Saber Brigade of the Army of the Cumberland.'"

Took an active part in driving Van Dorn's and Forrest's cavalry south of Duck River at Columbia, Tenn., on March 9, 10, and 11, and was highly commended by Generals Sheridan and Gordon Granger. See reports of those officers. ("History of the Army of the Cumberland," vol. 1, p. 293; "Annals of the Army of the Cumberland," p. 423; "Minty and the Cavalry," pp. 137–141; "Sheridan's Memoirs," p. 258.)

June 27, 1863, in advance from Murfreesboro, assaulted and carried Guys Gap; drove Wheeler's and Martin's divisions inside the intrenchments near Shelbyville; assaulted and carried those works; drove the enemy into and through Shelbyville and into Duck River, where about 200 were drowned; captured all their artillery and made over 600 prisoners. ("History of the Army of the Cumberland," vol. 1, p. 306; "Minty and the Cavalry," pp. 175–177; "Forrest's Campaigns," p. 273.)

For part taken in the advance from Murfreesboro (Tullahoma campaign) was recommended for promotion. See General Rosecrans's report.

Commanded the cavalry covering the left of the army during the Chattanooga campaign and in the battle of Chickamauga.

September 18 resisted the crossing of the Chickamauga by Hood's corps at Reed's bridge from 6.30 a. m. until 4.30 p. m., leaving 102 rebel dead on the field.

September 19 and 20 covered the left of the army; occupied Graysville and Mission Mills, and with Gen. Gordon Granger's reserve corps fighting continuously.

September 21 covered the front of General Thomas's position at Rossville, being at McAfees Church, 3 miles in advance of his lines at Rossville. Resisted the advance of two divisions under General Forrest from 7 a. m. to 1

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p. m. During the night took position at Rossville as General Thomas withdrew and fell back to Chattanooga.

September 22 acted as rear guard to the Army of the Cumberland; resisted the advance of the rebel army from Rossville to Chattanooga, arriving at the latter place at about 1 p. m., nine hours after the last of the infantry. ("History of the Army of the Cumberland," vol. 1, pp. 327, 331, 332, 363; "Minty and the Cavalry," pp. 220, 231–240; "Michigan in the War," pp. 655–657; "Forrest's Campaigns," pp. 313–314; "Legend" on official maps of Battle of Chickamauga; Thatcher's "A Hundred Battles in the West," pp. 144, 150, 302.)

During the Atlanta campaign was in contact with the enemy almost daily. May 27, 1864, near Dallas, Ga., General McPherson wrote to General Garrard, commanding Second Cavalry division, "Colonel Minty's brigade has done good service to-day and drew four regiments of rebel infantry from in front of our right to fight him." This was after defeating and driving two brigades of rebel cavalry. ("Minty and the Cavalry," p. 301.)

June 20, crossed Noonday Creek near Kenesaw Mountain and was immediately attacked by 33 regiments of rebel cavalry, consisting of Martin's division (Iverson's and Allen's brigades), 10 regiments; Kelly's division (Anderson's and Hannon's brigades), 10 regiments; Ross's Texan brgade, from Hume's division, 4 regiments; and the independent brigades of "Cerro Gordo" Williams, 5 regiments; and Dibrell, 4 regiments—and after five hours' heavy fighting repulsed them with an acknowledged loss of 93 killed and 473 wounded.

Our total loss was 2 officers and 65 men killed, wounded, and missing. ("Memphis Atlanta Appeal," June 25, 1864; "Minty and the Cavalry," pp. 317–318; Cox's "History of the Atlanta Campaign.")

August 18 to 24, commanded two brigades from the Second division during the Kilpatrick raid round Atlanta. All the fighting was done by these two brigades, which sustained a loss of 14 officers and 192 men, killed, wounded, and missing, as against 31 in Kilpatrick's division. When the force was surrounded at Lovejoy, he led the charge of his own brigade, cut through three lines of General Cleborne's infantry, scattered General Jackson's division of cavalry, captured three stands of colors, a battery of 3 pieces of artillery, and over 600 prisoners. ("Minty and the Cavalry," pp. 337–350; "Michigan in the War," pp. 668–669; "Cincinnati Commercial," August 31, 1864; "Memphis Atlanta Appeal," September, 1864; General Kilpatrick's report, in which Colonel Minty was earnestly recommended for promotion.)

During the assault on the enemy's works at Selma, Ala., April 2, 1865, he assumed command of the Second Division of Cavalry, Military Division of Mississippi, and led the division in the assault, and was one of the first men to enter the works. The assault was made by 1,483 dismounted cavalry; in twenty minutes 324 were killed or wounded, but in those twenty minutes the assaulting force had carried the works, had possession of 26 pieces of artillery in position, and had made over 3,000 prisoners. Gen. Eli Long, the division commander, Colonel Miller, Seventy-second Indiana, commanding brigade, Colonel Briggs, One hundred and twenty-third Illinois, and Colonel McCormick, Seventh Pennsylvania, were severely wounded, and Colonel Dobbs, Fourth Ohio, was killed. Gen. N. B. Forrest's command was disorganized and was never after a factor in the civil war. ("Minty and the Cavalry," pp. 435–440; "Michigan in the War," p. 676; "A Hundred Battles in the West," p. 303; Andrew's "History of the Mobile Campaign.")

April 21 Minty's division, 10 miles in advance of the remainder of the corps, surprised and received the surrender of the city of Macon, Ga. The surrender included 5 general officers, viz: Howell Cobb, Gus Smith, Mackel, Robinson, and one other, whose name can not be recalled; 9,000 other officers and men, 30 pieces of artillery in position, and extensive arsenals containing a large amount of ammunition, arms, stores, and supplies. (History of the Army of the Cumberland, vol. 2, pp. 356–357; Minty and the Cavalry, p. 443.)

May 11, 1865, at about 3 a. m. Lieutenant-Colonel Pritchard, Fourth Michigan Cavalry, acting under the direct personal orders of General Minty, captured Jefferson Davis and party, near Irwinsville, Ga. (See Colonel Pritchard's report.)

During the war General Minty was personally engaged in 109 battles and skirmishes in which blood flowed, and had five horses shot under him. At Stone River, December 31, 1862; at Rutherford Creek, March 10, 1863; at Calfkiller Creek, near Sparta, August 18, 1863; at the battle of Chickamauga, September

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18, 1863; and at Lovejoy, Ga., August 21, 1864—and 13 bullets pierced his clothing.

At the close of the war he was appointed major in the Eighth Cavalry, but declined to accept.

*Military record of William M. Mintzer in the United States Volunteer Army of the civil war, 1861–1865.*

Mintzer, William M. Born, Pennsylvania, June 7, 1837; enlisted, Pennsylvania, April 20, 1861; mustered into the United States service as quartermaster-sergeant, Fourth Pennsylvania Infantry, April 20 to July 27, 1861; as first lieutenant, Fifty-third Pennsylvania Infantry, September 18, 1861; as captain, June 2, 1862; as lieutenant-colonel, September 29, 1864; as colonel, October 30, 1864; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious services; honorably mustered out June 30, 1865.

*Served as follows:* Connected with First Division, Second Corps, throughout the war, serving continuously with troops in the field. After battle of Fredericksburg, was appointed provost-marshal of First Division, commanded by General Hancock, remaining with him until April, 1864, when he rejoined his regiment, participating in all its battles until close of hostilites.

The Fifty-third Pennsylvania Volunteers was one of the 45 regiments which sustained a loss of 200 or more killed on the field or died of wounds, as given in "Fox's Regimental Losses." At Appomattox the Fifty-third, under my command, was on the skirmish line from 8 o'clock on morning of April 8 until 10 a. m. of the 9th, when surrender took place. From November, 1864, commanded at intervals First, Third, and Fourth brigades, and in June, 1865, commanded the First Division for brief period; was slightly wounded at Fair Oaks and Fredericksburg; during the war participated in following battles: Yorktown, Fair Oaks, Gaine's Mill, Peach Orchard, Savage's Station, White Oak Swamp, Malvern Hill, Antietam, Fredericksburg, Chancellorsville, Gettysburg, Bristoe Station, Mine Run, Wilderness, Spottsylvania, North Anna, Totopotomoy, Cold Harbor, Petersburg, Hatchers Run, South Side railroad Farmville, Appomattox, and other minor engagements.

*Military record of Edward L. Molineux in the United States Volunteer Army of the civil war, 1861–1865.*

Molineux, Edward L. Born, England, October 12, 1833; enlisted, New York, September 27, 1862; mustered into United States service as lieutenant-colonel One hundred and fifty-ninth New York Infantry, September 27, 1862; as colonel, November 25, 1862; brevet brigadier-general volunteers, October 19, 1864, for gallant and meritorious service in the battles of Opequan, Fishers Hill, and Middletown, Va., and major-general volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out August 4, 1865.

*Served as follows:* Continuously with troops in the field from December, 1862, to May 4, 1865. Original entry in United States volunteer muster; private Seventh Regiment New York Militia, April 19, 1861; second muster in, United States Volunteers, December, 1862; muster out, August, 1865, making active service in command of regiments, brigade, and provisional division two years and four months; attached mostly to the Nineteenth Army Corps as colonel, brevet brigadier and brevet major general; under pay as colonel. Brevetted twice for gallantry in the field. Campaigns: Port Hudson (La.); first and second Red River campaigns; Deep Bottom (Virginia); Trenches before Petersburg; Sheridan, Shenandoah Valley; Sherman's Campaign from Savannah to North Carolina; battles, 12; engagements, 15. Command of military districts, 4; wounded once; commissioner of exchange once; New York State service from 1854 to 1884; riots, 3; rank, from private to major-general.

*Military record of Alvred Bayard Nettleton in the United States Volunteer Army of the civil war, 1861–1865.*

Nettleton, Alvred Bayard. Born, Ohio, November 14, 1838; enlisted as private, Ohio, September 9, 1861; mustered in United States service as first lieutenant, Second Ohio Cavalry, October 8, 1861; as captain, March 10, 1862; as major, July 18, 1863; as lieutenant-colonel, November 5, 1864; as colonel, April



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22, 1865; commissioned brevet brigadier-general of United States Volunteers, March 13, 1865, for gallant and meritorious service; resigned, June 13, 1865.

(NOTE.—First enlisted, April 18, 1861; command not mustered into service because of Ohio's quota under President Lincoln's first call being full; under second call enlisted September 9, 1861, as above stated.)

*Served as follows:* Continuously with troops in the field, thus: November and December, 1861, in Kentucky; first part of 1862, in Army and campaign of the frontier and Army of the Missouri—Kansas, Missouri, Arkansas (and in the Indian Territory against insurgent Indians), including battles of Independence and Carthage, Mo.; Prairie Grove and Cane Hill, Ark.

From September, 1862, to December, 1863, in the Army of the Ohio (Kentucky, Indiana, Ohio, Tennessee, and West Virginia), including Burnside's campaign of East Tennessee, the capture and subsequent defense of Knoxville, the battles of Bristol, Morristown, Russellvile, Bean's station, Mossy Plains, and Loudon station, Tenn.; Monticello and Columbia, Ky.; and the pursuit and capture of General John Morgan's raiding force in Ohio. All of 1864 and of 1865 to the surrender of the Confederate army at Appomattox, in the Army of the Potomac and Army of the Shenandoah (Maryland, Virginia, West Virginia, and North Carolina), including Grant and Meade's campaign and battles of the Wilderness, engagements about Richmond, including Hanover and Ashland station; part of the siege of Petersburg; with Custer's cavalry division in all of Sheridan's campaigns and battles of the Shenandoah Valley, 1864–65, including Winchester, Charlestown, Luray, Cedar Creek, Tom's Brook, and Waynesboro. During the war participated in 72 battles and minor engagements; had 3 horses shot in action; commanded brigade at times.

In 1864 during Sheridan's victorious campaign in the Shenandoah Valley, Maj. Gen. George A. Custer, writing from Headquarters, Cavalry Corps, Army of the Potomac, to Governor John Brough, of Ohio, urging that the depleted ranks of the Second Ohio Veteran Volunteer Cavalry be filled up with recruits, used this language:

"For nearly ten months I have been in command of the Third Cavalry Division, which includes the Second Ohio Cavalry; during this entire period that regiment has been commanded by Lieutenant-Colonel Nettleton, under whose brave and skillful management it has achieved a reputation for courage and efficiency second to none other in the service. On repeated critical occasions it has held position against the enemy when almost any commander would have felt justified in retiring. I consider Colonel Nettleton as without a superior in this army as regards the necessary qualities of a good cavalry commander."

*Military record of George F. Nichols in the United States Volunteer Army of the civil war, 1861–1865.*

Nichols, George F. Born, Plattsburg, N. Y., January 7, 1835; September 21, 1862, enlisted New York; mustered into United States service as major One hundred and eighteenth New York Infantry August 21, 1862; as lieutenant-colonel August 12, 1863; as colonel November 13, 1864; brevet brigadier-general volunteers March 13, 1865, for gallant conduct at Fort Harrison, Va., in October, 1864; honorably mustered out June 13, 1865.

*Served as follows:* Assisted in raising the One hundred and eighteenth New York Volunteers at Plattsburg, N. Y., 1862, and joined the regiment as major. Was continually at the front (except when wounded in hospital) until mustered out at Plattsburg, N. Y., June 26, 1865, at close of the war.

Took part in the siege of Suffolk, Va.; was present at most of the actions and skirmishes incident to that siege; battle of South Anna, at night; was in command of force engaged in that fight; attached to the Eighteenth Corps; skirmishing with the enemy at Port Walthal and Petersburg pike; battle of Swifs Creek; fighting and skirmishing on Petersburg and Richmond pike; battle of Drurys Bluff; wounded twice—once in side, once in hand; battle Petersburg height; siege of Petersburg; battle along its works and front; capture of Fort Harrison; shot through the foot, permanently disabled; mentioned in general orders for gallant conduct at that fight, leading the skirmish line against the fort; brevet brigadier-general, for gallantry in that fight; April, 1865, in command First Brigade, Third Division, Twenty-fourth Army Corps.

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*Military record of George Henry Nye in the United States Volunteer Army of the civil war, 1861–1865.*

Nye, George Henry. Born, Maine, Hallowell, February 24, 1828; enlisted Maine militia April 20, 1861; mustered into United States service as second lieutenant First Maine Infantry, May 3, 1861; honorably mustered out August 5, 1861; captain, Tenth Maine Infantry, October 3, 1861; honorably mustered out May 7, 1863; as captain, Twenty-ninth Maine Infantry, November 13, 1863; as major, October 18, 1864; as colonel, December 20, 1864; brevet brigadier-general volunteers, October 29, 1864, for meritorious service, and major-general volunteers, March 13, 1865, for faithful and meritorious service during the war; honorably mustered out June 21, 1866.

*Served as follows: In* Washington (the regiment not brigaded) June and July, 1861. Guard to Baltimore and Ohio Railroad and various stations in Maryland and Virginia from October, 1861, to May, 1862. In General Banks's battle of Winchester and retreat May 25, 1862. Next in Pope's army of Virginia—Crawford's brigade. Battle of Cedar Mountain, August 9, 1862; wounded three times, no hospital record; in the Twelfth Corps during the Maryland campaign; under McClellan in battle of Antietam; in 1863 assisted in reorganizing the regiment, renumbered Twenty-ninth Maine Veterans; February, 1864, on transports to Louisiana; assigned to Dwight's division, Nineteenth Army Corps; engaged in battles of Sabine Crossroads, Pleasant Hill, Cane River Crossing, and Mansura, all in Louisiana; Nineteenth Corps brought back to Virginia in July, 1864, and was up and down the Shenandoah Valley under Hunter; in battles of Opequan, Fishers Hill, and Cedar Creek, Virginia; wounded in mouth at last battle; under Sheridan; in command of regiment as major.

After the grand review the regiment was sent to Georgia and South Carolina. Engaged there in reconstruction and judicial duties and court-martial when not in command of regiment, which was kept in service fourteenth months after Lee surrendered, and mustered out June 21, 1866, at Hilton Head, S. C.

*Military record of Francis A. Osborn in the United States Volunteer Army of the civil war, 1861–1865.*

Osborn, Francis A. Born, Massachusetts, September 22, 1833; enlisted Massachusetts Volunteer Militia February 7, 1855; mustered into United States service as captain Fourth Battalion Massachusetts Militia April 20, 1861; as lieutenant-colonel Twenty-fourth Massachusetts Infantry August 31, 1861; as colonel January 1, 1863; brevet brigadier-general volunteers March 13, 1865, for distinguished service in the movement on the enemy's works near New Market, Va.; honorably mustered out November 14, 1864.

*Served as follows:* Continuously with troops in the field; up to April 6, 1862, as lieutenant-colonel of the Twenty-fourth Regiment Massachusetts Volunteers, and afterwards as acting colonel until December 28, 1862, when commissioned colonel of the same regiment; in the winter of 1862 with the Burnside expedition, afterwards known as the Ninth Army Corps, in North Carolina, taking part in the battles of Roanoke Island, Newbern, and Tranter's Creek, in sundry expeditions into the interior, and in outpost duty; was transferred with regiment in January, 1863, to the Department of the South, where, besides minor actions, was engaged in the assault of Fort Wagner on July 18, 1863, and in the siege of Wagner and Sumter during the summer and fall, serving regular tours of duty in the trenches during the siege.

Captured, in command of regiment, on August 26, 1863, the enemy's rifle pits, which had repulsed previous assaults by other regiments and had greatly delayed siege operations against Fort Wagner; by advice of the medical director of the department was sent with regiment, which was suffering severely from sickness brought on by hard service, to St. Augustine for recuperation, and later to Jacksonville, being placed in command of each of those posts during occupation; in April, 1864, accompanied the greater part of the troops of the Department of the South to Virginia, regiment forming a part of the Third Brigade, First Division, Tenth Army Corps, Army of the James, operating in connection with the Army of the Potomac; was engaged in the battles of Green Valley, Drewrys Bluff, Proctors Creek, Richmond and Petersburg Turnpike, Weir Bottom Church, Deep Bottom, Deep Run, Fussels Mills, Newmarket Heights, Newmarket Road, and Darbytown Road; was detailed to

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command of the Third Brigade, Second Division, Tenth Army Corps, from August 13 to September 25, during the absence of its commander, and went in command of that brigade to the siege of Petersburg; was struck with a spent ball on August 16, 1864, but, though threatened with paralysis from the shock, finally escaped permanent injury.

*Military record of John G. Parkhurst in the United States Volunteer Army of the civil war, 1861–1865.*

Parkhurst, John G. Born, New York, April 17, 1824; enlisted Michigan; mustered into United States service as lieutenant-colonel Ninth Michigan Infantry September 10, 1861; as colonel February 6, 1863; brevet brigadier-general volunteers May 22, 1865, for gallant, faithful, and meritorious service; honorably mustered out November 10, 1865.

*Served as follows:* With troops in the field as lieutenant-colonel of Ninth Michigan Infantry October, November, December, 1861. January and February, 1862, in Kentucky. In engagements at Bell Buckle, Tenn., May 2; at Lebanon, Tenn., May 3; with General Negly's command at Chattanooga June 4 to 7, 1862. In battle of Murfreesboro July 13, 1862, and taken prisoner there. Paroled in October from Libby Prison and exchanged in December. December 24 assumed command Ninth Michigan, and with the regiment was assigned to duty at headquarters Fourteenth Army Corps. In battle of Stone River December 31, 1862, January 1, 2, and 3, 1863.

As colonel commanding Ninth Michigan Infantry of Fourteenth Army Corps in Tullahoma campaign in June and July, and in August and September in Chattanooga campaigns; in the battle of Chickamauga September 19 and 20, at Rossville 21st, and went into Chattanooga on night of September 21.

From October 1 to December 29, 1863, was in command of the post of Chattanooga, having in command Forty-fourth Indiana Infantry, Fifteenth Kentucky Infantry, and Ninth Michigan Infantry.

May 18, 1864, assumed command Ninth Michigan Infantry, in the field at Adairsville, Ga., and served through the Atlanta campaign till the occupation of Atlanta, September 3, 1864.

Was on staff duty as provost-marshal-general of the army in the battle of Nashville, December 15 and 16, 1864.

Served as provost-marshal Fourteenth Army Corps from December 26, 1862, to February 9, 1864; as provost-marshal-general of Department of the Cumberland from February 10, 1864, to June 25, 1865, and as provost-marshal-general Military Division of the Tennessee, until October 4, 1865.

*Military record of Charles S. Parrish in the United States Volunteer Army of the civil war, 1861–1865.*

Parrish, Charles S. Born in Ohio, May 25, 1830; enlisted Indiana, April 14, 1861; mustered into United States service as captain Eighth Indiana Infantry, April 23, 1861; honorably mustered out August 6, 1861; as major Indiana Infantry, September 5, 1861; as lieutenant-colonel, May 25, 1862; as colonel One hundred and thirtieth Indiana Infantry, March 12, 1864; brevet brigadier-general volunteers, March 13, 1865, for distinguished gallantry in action; honorably mustered out December 2, 1865.

*Served as follows:* Three months' service in western Virginia, Rosecrans's brigade; lost 1 man killed, 5 wounded at battle of Rich Mountain; fall, winter, and spring, 1861–62, with Fremont and Custis in Missouri and Arkansas; engaged in battle of Pea Ridge, Ark., March, 1862, then marched across the State of Arkansas to Helena, on Mississippi River; occasional fights with General Hindman.

Winter 1862–63 with Gen. John W. Davidson, Army of Southeastern Missouri; hard marching; no fighting; spring of 1863 joined Grant's army at Milikens Bend, La.; Benton's brigade, Carr's division, Thirteenth Army Corps; took part in battle of Port Gibson, etc., and in the siege of Vicksburg and the investment of Jackson, Miss., and part of the fighting that took place at that point.

Transferred to Louisiana Department under General Banks, Thirteenth Army Corps, consolidated with and known as Nineteenth Army Corps; March 12, 1864, commissioned as colonel of the One hundred and thirtieth Regiment Indiana Volunteer Infantry, and ordered to Tennessee, where my regiment served in McQuiston's brigade, Hovey's division, Twenty-third Army Corps. Took part in the battle of Resaca and numerous fights and skirmishes around

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Atlanta, Ga. During this campaign I received a rather severe contused wound in the right shoulder; not officially reported; injury not permanent.

After the disintegration of Hovey's division my regiment was assigned to Cooper's Tennessee brigade, Twenty-third Army Corps, and ordered back to Nashville, Tenn., under Gen. George H. Thomas. After the battle of Franklin the brigade found itself in the rear of Hood's whole army; overlooked his camp fires after night. This within 6 miles of Nashville. To make this 6 miles, marched 120 miles via Clarksville, dead of winter, subsisting on a country that had been devastated by both armies—a remarkable march. Arrived in time to take an active part in the battle of Nashville.

From Tennessee swung to State of North Carolina, via Washington City, to rejoin General Sherman before making the juncture; took part in the battle of kinston or Wises Forks, N. C. Was detained with my regiment in that State until mustered out. December, 2, 1865, in charge of five counties in the western district of North Carolina. Headquarters Charlotte; reconstruction.

I hope to escape the charge of egotism in making the statement that while in the fields, which was almost constantly, I never slept under a roof or allowed my subordinates to do so, believing then, as I do now, that it is the duty of an officer to remain with his command under all circumstances, by day and by night, and by courtesy, firmness, and courage, inspire his men with zeal and soldierly pride.

*Military record of Uri B. Pearsall in the United States Volunteer Army of the civil war, 1861–1865.*

Pearsall, Uri B. Born, New York; enlisted, Wisconsin; mustered into United States service as first sergeant, Fourth Wisconsin Cavalry, May 16, 1861; as second lieutenant July 1, 1862; as lieutenant-colonel Ninety-ninth U. S. Colored Infantry September 2, 1863; as colonel Forty-eighth Wisconsin Infantry April 12, 1865; brevet brigadier-general Volunteers, March 13, 1865, for meritorious service during the war; honorably mustered out December 30, 1865.

*Served as follows:* Served with his regiment in the Army of the Potomac from July, 1861, to March 10, 1862, when the regiment joined the forces under General Butler to capture New Orleans. Soon after its capture the regiment, with other troops commanded by General Williams, went up the Mississippi River, capturing Baton Rouge, La., Natchez, Miss., Grand Gulf, Miss., and camping opposite Vicksburg. There a canal was cut to turn the channel of the river away from the city, but resulted in failure. Returned to Baton Rouge and took part in battle there August 5, 1862, in which engagement General Williams was killed. Returned to Camp Parapet near New Orleans, and on September 2, 1862, was detailed as aid-de-camp on staff of Gen. W. T. Sherman, commanding the defenses of New Orleans. Proceeded to Port Hudson, La., May 16, 1863, and served all during that siege of forty-one days.

General Sherman being seriously wounded May 27 I was temporarily assigned to duty on the staff of Gen. W. H. Emery. Returned to New Orleans soon after the fall of Port Hudson and was appointed acting assistant quartermaster, Department of the Gulf. Was commissioned lieutenant-colonel August 27, 1863, and raised the Fifth Engineers, Corps de Afrique, afterwards named the Ninety-ninth U. S. Colored Infantry. Afterwards the regiment was organized and commanded by him, the colonel being always on detached duty. The regiment became a part of the engineer brigade commanded by Col. George D. Robinson and took part in the Red River campaign of 1864. The regiment took a conspicuous part in building the dam at Alexandria, La., which saved the fleet of Admiral Porter. Pearsall was assistant to General Bailey in that enterprise and was conspicuously mentioned in official reports for his services. The building of the bracket dam which extricated the largest and most valuable vessels was designed and built under his exclusive supervision. Returning to Morganzia Bend he was placed in charge of constructing the forts there. Afterwards he was detached on special duty to assist General Bailey in rebuilding the railroad from Vicksburg west to Monroe, La., but that work was abandoned and he returned to his regiment in September and took charge of building the fort at Plaquemine, La.

In November following he was ordered to Fort Jefferson, Dry Tortugas, Fla., which post he commanded until February 19, 1865, when his regiment was relieved to join an expedition under Gen. John Newton, designed to capture Tallahassee, Fla., which culminated in the battle of Natural Bridge, about 10 miles from Tallahassee. Pearsall was severely wounded in that engagement

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and was recommended for brevet of colonel for gallantry. He was taken to the hospital at Puntarasa, Fla., and on his arrival there he received his commission as colonel of the Forty-eighth Wisconsin Infantry. He joined that regiment at St. Louis April 12, 1865, and proceeded to Fort Scott, Kans., where he assumed command of the subdistrict of south Kansas, which comprised all the territory south of the Kaw River and the west tier of counties in Missouri. In September following the several posts were abandoned and he concentrated his regiment at Lawrence, and thence proceeded west to relieve troops stationed at forts west of Fort Riley to Fort Lyon, Colo., making his headquarters at Fort Larned. His troops were afterwards relieved by Regulars and he returned to Fort Leavenworth, Kans., where he was mustered out with his regiment, December 31, 1865. He was brevetted brigadier-general March 13, 1865, for meritorious services during the war.

*Military record of Lewis M. Peck in the United States Volunteer Army of the civil war, 1861–1865.*

Peck, Lewis M. Born, Connecticut, September 10, 1832; enlisted, New York; mustered into United States service as captain, Sixty-seventh New York Infantry, June 24, 1861; as lieutenant-colonel One hundred and seventy-third New York Infantry, October 11, 1862; as colonel, March 16, 1863; brevet brigadier-general Volunteers, March 13, 1865, for gallant and meritorious service during the war, and major-general Volunteers, March 13, 1865, for gallant and meritorious conduct at the battle of Cedar Creek, Va., October 19, 1864; honorably mustered out October 18, 1865.

*Served as follows:* May and June, 1861, in Brooklyn, forming Company K for Mr. Beecher's First Long Island Volunteers, for three years (one of the first for that term) on direct authority to him by the War Department, after refusal by the State. Regiment named in 1862, Sixty-seventh New York, when its officers received State commissions.

Mustered June 20, 1861, on South Brothers Island, East River, and moved to Fort Schuyler, where we remained until August, whence we were ordered to Washington as part of the forming Army of the Potomac under McClellan, in the division successively commanded by Buell, Keyes, and Couch, in Graham's brigade, and stationed near Fort Bunker Hill on Queens farm that fall and winter of 1861–62.

In March, 1862, with the Army of the Potomac (Keyes's corps) engaged in McClellan's peninsula campaign at the siege of Yorktown, battles of Williamsburg, severely at Seven Pines and Fair Oaks, Garnett's farm and Seven Days battles, continuously in command of company until severely wounded in Abercrombie's brigade, July 1, at Malvern Hill.

Became lieutenant-colonel One hundred and seventy-third New York (Fourth Metropolitan Police Regiment) on recovery in October and stationed on Rikers Island, East River, until December, when we were ordered to service in Department of the Gulf under Banks and Gen. Halbert E. Paine's brigade.

Promoted colonel March 16, 1863; engaged in active operations in western Louisiana, principally on the Teche, and in June and July at the siege and surrender of Port Hudson; commanded Third Brigade there, and thereafter all that summer and fall (a few days interim the Third Division) and until the Nineteenth Corps was consolidated and reorganized at Baton Rouge under General Franklin.

Under General Franklin, was again actively employed that fall and winter, 1863–64, in western Louisiana in various expeditions, several minor engagements, until the commencement of the Red River expedition in March, 1864. Was assigned in orders just prior thereto by General Franklin to command the First Brigade of Emory's division, but remained by permission and from preference with the Third, and at the battles of Sabine Cross-Roads and Pleasant Hill (April 8 and 9) commanded brigade, and took an active part in the affair of April 23 at Monetts Bluff during the retreat. The expedition terminated at Morganza on the Mississippi, whence the corps as reorganized under General Reynolds; was ordered in June by Grant to Petersburg, in Virginia. There the Third Brigade arrived by regiments, but almost immediately was ordered to follow the Sixth Corps to Washington, then into Shenandoah Valley, where finally two divisions of the Nineteenth Corps were assembled under General Emory as part of Sheridan's Army of the Shenandoah. The Third Brigade being attached under Colonel Curry to guard the army wagon trains, took no other part that fall in battles under Sheridan, but from my fortunate retention

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at the front it was my privilege to be present in each of his victories at Opequan and Fishers Hill (September 19 and 22), and to be very actively engaged at Cedar Creek (October 19) when General McMillen was commanding our division of two brigades, and to be favorably noticed by Captains Peter, French, and Pollard and others of General Emory's staff, and by General Emory personally, whereupon was ultimately conferred the brevet of major-general on Sheridan's recommendation, as appended.

The Nineteenth Corps being disbanded at the end of General Sheridan's victories, my service thereafter, except occasionally in command of the brigade under General Fessenden, was with my regiment at Stevensons Depot and in winter quarters at Winchester in 1864–65, and after General Hancock came to succeed Sheridan when he left with his cavalry for Petersburg, etc. Under Hancock we marched in April toward Lynchburg and returned after Lee's surrender, when the regiment was distributed along the railroad toward Harpers Ferry, until the assassination of President Lincoln brought it hurriedly to Washington, where it participated in the great review of May 23 and 24, and in July, with part of the Third Brigade, was sent to Savannah, Ga. There we remained that summer and autumn until mustered out October 18, and soon after, in November, the regiment (about 400) disbanded on Davids Island, East River, New York, having had over 600 casualties in its three years' service, with loss of nearly all its original field and line officers.

Personally, my military career, which began without any previous experience whatsoever, was in three armies, namely: Army of the Potomac, Army of the Gulf, Army of the Shenandoah, for a little over four and a half years continuously; in 17 or 18 battles, as many separate engagements, two sieges, with one severe wound, one slight, two horses lost, and five promotions.

On the files of the War Department, in Sheridan's handwriting, is the following indorsement over statements by aforementioned Captains French and Pollard, of Emory's staff, and others, viz:

"Respectfully returned. The services rendered the Government by General Peck during the time he served under my command entitles him to the brevet of major-general of volunteers, and I request that that honor be conferred upon him.

"P. H. SHERIDAN,
"*Major-General, U. S. A.*"

*Military record of Josiah Pickett in the United States Volunteer Army of the civil war, 1861–1865.*

Pickett, Josiah. Born Massachusetts; enlisted Massachusetts; mustered into United States service as first lieutenant, Third Battalion, Third Massachusetts Militia, April 19, 1861; honorably mustered out August 3, 1861; as captain, Twenty-fifth Massachusetts Infantry, October 28, 1861; as major, March 20, 1862; as colonel, January 1, 1863; brevet brigadier-general volunteers, June 3, 1864, for gallantry during the war, especially at the battle of Cold Harbor, Va., where severely wounded; honorably mustered out January 10, 1865.

*Served as follows:* Born at Beverly, Mass., November 21, 1822; enlisted in Massachusetts Volunteer Militia in July, 1840; made a lieutenant three years later; returning from California after three years' absence, joined Worcester, Mass., City Guards in 1855; elected lieutenant soon after; responded to call for troops in April, 1861, as first lieutenant of this company, then assigned to Third Battalion Massachusetts Rifles commanded by Maj. (afterwards Gen.) Charles Devens.

Served at Fort McHenry, Md., three months; returning, raised Company A, Twenty-fifth Massachusetts Infantry, for three years' service; served under General Burnside in his famous North Carolina expedition early in 1862; led the advance at battle of Roanoke Island, February 8, 1862; again at battle of Newburn, March 14, 1862, with honorable mention; promoted to major March 20, 1862, and to colonel of the regiment in October 29, 1862, commanding it through its battles and service in North Carolina until July, 1863, when assigned command of the submilitary district of the Pamlico, N. C.; resumed command of the regiment then at Newport News, Va., in January, 1864. Served with it and Heckman's brigade, Eighteenth Army Corps, and Army of the James in operations south of Richmond; spring of 1864, commanding brigade at battle of Drewrys Bluff; rendered distinguished service at battle of Arrowfield Church, Va., and on other occasions; transferred to Army of Potomac late in May, 1864; severely wounded and regiment nearly annihilated at battle of

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Cold Harbor, June 3, 1864, in a charge on the Confederate works; mustered out of service January 10, 1865, as brevet brigadier-general of volunteers for gallantry during the war.

*Military record of Eugene Powell in the United States Volunteer Army of the civil war, 1861–1865.*

Powell, Eugene. Born, Delaware, Ohio, November 16, 1834; enlisted Ohio, April 20, 1861; mustered into United States service as captain, Fourth Ohio Infantry, May 4, 1861; as major, Sixty-sixth Ohio Infantry, October 22, 1861; as lieutenant-colonel, May 24, 1862; as colonel One hundred and ninety-third Ohio Infantry, April 13, 1865; brevet brigadier-general volunteers, March 13, 1865, for meritorious service; honorably mustered out August 4, 1865. (Error as to having resigned.)

*Served as follows:* In the first campaign in West Virginia in 1861; present at the battle of Rich Mountain as captain in the Fourth Ohio; soon after assumed guard duty on the Baltimore and Ohio Railroad, taking station at Camp Pendelton, Md.; took part in two assaults at Romney, Va.; in October, 1861, was promoted as major of the Sixty-sixth Ohio Volunteer Infantry; returned to the field with this regiment, joining in the forces of General Lander at New Creek, Va., in January, 1862; took part in an assault at Bloomey Gap, then joined forces under General Shields; moved up the Shenandoah Valley to Winchester and beyond; moved to Fredericksburg and returned, moving up the Luray Valley; met Stonewall Jackson's forces at the battle of Port Republic June 9, 1862; Sixty-sixth lost heavily.

Met Jackson's advance again August 9 at battle of Cedar Mountain; regiment lost heavily; moved back with General Pope's army to Washington and forward with General McClellan to Antietam, where I was wounded; was in Tyndale's brigade, Mansfield's corps, and in front of Dunker Church; moved forward, took station at Dumfries, Va.; was attacked by heavy force of Confederate cavalry under Stuart; they were beaten off; in April, 1863, moved forward with troops under General Hooker to Chancellorsville; were engaged three days; was in Garey's division, Slocum's corps. In June moved in pursuit of Lee; met at Gettysburg in three days' battle; stationed at Culps Hill; in September, 1863, moved west by rail under Hooker for Chattanooga, Tenn.; took station at Wauhatchie after that battle. Took part in assault at Lookout Mountain and at Ringgold. In May, 1864, moved with General Sherman toward Atlanta; took part in the battles of Dug Gap, Resaca, Kenesaw Mountain, and Peach Tree Creek, New Hope Church, Dallas, and on into Atlanta, and thence to Savannah and up through the Carolinas, at Goldsboro, N. C.; was promoted, and transferred as colonel of the One hundred and ninety-third Ohio Volunteer Infantry and directed to join it at Winchester, Va., where I remained until ordered to be mustered out in August, 1865; my services were continuously with troops in the field; my brevet as brigadier-general dates from March 13, 1865; was appointed as such by the President, by and with the advice and consent of the Senate; commanded brigade at times in Gen. John R. Brook's division at Winchester, Va., in 1865.

*Military record of Samuel W. Price in the United States Volunteer Army of the civil war, 1861–1865.*

Price, Samuel W. Born, Kentucky, August 5, 1828; enlisted Kentucky, February 26, 1862; mustered into United States service as colonel Twenty-first Kentucky Infantry February 26, 1862; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service during the war of the rebellion and for personal gallantry in leading his regiment in the assault of June 27, 1864, on the enemy's position on the Moulton and Dallas road and Kenesaw Mountain, Georgia, capturing and holding the position although greatly outnumbered until reenforced by the command to which he belonged. Honorably mustered out December 9, 1865.

*Served as follows:* Continuously with troops in the field. In 1862 with Army of Ohio under General Buell, campaigning in Kentucky; with the Army of the Cumberland under General Rosecrans in 1862–63, participating in the battles of Dobson's Ford, Stone River, and Missionary Ridge.

Immediately after this battle accompanied Sherman to the relief of Burnside at Knoxville; after return from Knoxville was in temporary command of brigade; in 1863 (October 2) in a skirmish with General Wheeler; saved 100

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wagons of supplies; during the Atlanta campaign, under General Sherman, was under fire almost every day on the skirmish line, except on two occasions, when my division had the advance in pursuit of the enemy; in this campaign took part in battles of Rocky Face (Ga.), Dalton, Resaca, Pumpkin Vine Creek, Kenesaw Mountain, and numerous smaller actions; wounded while leading regiment on successful charge against enemy's works on Kenesaw Mountain, 1864 (June 20); invalided for seventy days until August 30, 1864; the wound then received resulted in total blindness in the course of twenty years; assigned to command of the post at Lexington August 30, 1864; continued in command until mustered out August 1, 1865; at Stone River commanded the Third Brigade, Third Division of Twenty-first Army Corps; was commander of posts at Shelbyville, Tenn. (two months), and Tullahoma, Tenn. (three weeks).

*Military record of James K. Proudfit in the United States Volunteer Army of the civil war, 1861–1865.*

Proudfit, James K. Born, Argyle, Washington County, N. Y., July 24, 1831; enlisted, Madison, Wis., April 17, 1861; mustered into United States service as second lieutenant First Wisconsin Infantry April 20, 1861; honorably mustered out August 21, 1861; as first lieutenant and adjutant, Twelfth Wisconsin Infantry, September 27, 1861; as lieutenant-colonel July 30, 1863; as colonel November 21, 1864; brevet brigadier-general volunteers March 13, 1865, for energy and ability in the discharge of his duties; honorably mustered out July 16, 1865; final discharge August 9, 1865.

*Served as follows:* In First Wisconsin Infantry three months; was on Potomac and Shenandoah under General Patterson, brigade commanded by Colonel Abercombie. In consequence of disaster at Bull Run, the regiment served on Potomac, above Washington, an extra month at request of President Lincoln; 1861 at Falling Waters, Va.; on July 2 helped lick Col. T. J. Jackson (Stonewall) and chased him through Martinsburg that day.

Had two gallant friends killed and several wounded; it was considered a great battle and important victory at the time; in Twelfth Wisconsin Infantry, served from January to May, 1862, in Kansas and Missouri, at and between Kansas City and Forts Leavenworth, Scott, and Riley; at the end of May the regiment was sent by steamer to Columbus, Ky., and was on railroad repair guard duty in western Kentucky and Tennessee until spring of 1863; during this time was in battle at the Hatchee, Pocahontas, and other affairs; in May, 1863, entered upon the campaign and siege of Vicksburg, under General Sherman to Jackson, and after that at Natchez and near Vicksburg until February, 1864; went under General Sherman on his Meridian expedition; later in 1864, the campaign and siege of Atlanta, pursuit of General Hood, the march to the sea through the Carolinas; in 1865, to Goldsboro; to Raleigh and Johnston's surrender; to Richmond and Washington; the great review May 24; to Louisville, where regiment was mustered out July 16, and to Madison, Wis., where it was finally discharged, paid, and disbanded August 9, 1865, and all were glad; from October 1, 1862, was in First and Third Brigades, Fourth Division, and First Brigade, Third Division, Seventeenth Corps, Army of the Tennessee; served from central Kansas to the Atlantic; from the Lakes to the Gulf; in all the slave States except Florida and Texas; total service, over four years was with troops in the field.

*Military record of William H. Raynor in the United States Volunteer Army of the civil war, 1861–1865.*

Raynor, William H. Born, Ohio, April 4, 1834; enlisted, Ohio, April 16, 1861; mustered into United States service as first lieutenant First Ohio Infantry April 29, 1861; honorably discharged September 14, 1861; as lieutenant-colonel Fifty-sixth Ohio Infantry November 22, 1861; as colonel April 2, 1863; brevet brigadier-general volunteers March 13, 1865, "for distinguished and gallant services;" honorably discharged October 27, 1864.

*Served as follows:* In three months' service first lieutenant First Ohio Infantry, engaged at Vienna June, 1861; at Bull Run July, 1861; was wounded and captured; escaped from Richmond, Va., September 1, 1861; mustered out September 14, 1861; reentered service as lieutenant-colonel Fifty-sixth Ohio Infantry September 28, 1861; served continuously with the same as lieutenant-colonel and colonel at Fort Donelson, Pittsburg Landing, Corinth, and Memphis, Tenn.; Helena, Ark.; campaign and siege of Vicksburg, campaign and siege

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of Jackson, Miss.; at New Orleans, the Teche campaign and the Red River campaign, Louisiana.

Was wounded and captured on Red River, Louisiana, May 5, 1864; paroled last of June; discharged October 27, 1864; commanded Second Brigade, Third Division, Thirteenth Army Corps, from November, 1863, to April, 1864, and Third Division, Thirteenth Army Corps, the most of April, 1864; was wounded at Bull Run, Virginia, slightly at Champion's Hill, Mississippi, and on Red River, Louisiana, severely, both shot and shell; lost horse in action at Jackson, Miss., and one at Sabine Cross Roads, Louisiana; served in Virginia, Kentucky, Tennessee, Arkansas, Mississippi, and Louisiana; was present with regiment in every engagement and in every important march during its service except only the advance on Corinth in the spring of 1862, at which time was ill with typhoid fever.

*Military record of Edward H. Ripley in the United States Volunteer Army of the civil war, 1861–1865.*

Ripley, Edward H. Born, Rutland, Vt., November 11, 1839; enlisted Vermont June 18, 1862, as private; mustered into United States service as captain, Ninth Vermont Infantry, July 9, 1862; as major, March 20, 1863; as lieutenant-colonel, May 19, 1863; as colonel, June 1, 1863; brevet brigadier-general volunteers, August 1, 1864; honorably mustered out June 13, 1865.

*Served as follows:* My regiment was the first regiment to answer the call for troops in May, 1862; reached Virginia in July, 1862; went to Winchester, Va., where we were driven out by the movement of Lee into Maryland in August; were captured at Harpers Ferry September 15, 1862; sent to Chicago in paroled camp; exchanged February 1, 1863; left there April 1 with rebel prisoners for City Point; sent to Suffolk to meet Longstreet's attack; in July was with the force sent against Richmond, a portion of the Fourth Army Corps under Generals Dix and Keyes.

On return was stationed at Yorktown until September 1, 1863, when I was sent to North Carolina, where I commanded the defenses from Morehead to the vicinity of Newbern until September 1, 1864, when I was ordered to the Army of the James, then on Bermuda Hundred front; was assigned to the command of the First Brigade, Second Division, Eighteenth Army Corps; transferred to the command of the Second Brigade, Second Division, Eighteenth Army Corps, which I retained until the corps was broken up. I was then assigned to the command of the First Brigade of Harris's independent division of the Twenty-fourth Army Corps, from which I was transferred to the command of the First Brigade, Third Division, Twenty-fourth Army Corps, which I continued to command until in June, 1865, it was broken up and the regiments composing it were distributed to garrison that portion of Virginia.

I was in the assault on Fort Harrison, in command of the Second Brigade, Second Division, Eighteenth Army Corps, carrying a portion of the works, and was twice slightly wounded. My brigade was also in the attempt to turn the rebel left October 27, 1864, over the old Fair Oaks battle field, and in all the subsequent operations on the north side of the James. My brigade, the First, of the Third Division, Twenty-fourth Army Corps, was the first over the rebel works on the 3d of April, 1865, and was the first into Richmond, where I was chosen by General Weitzel, commanding the Army of the James, to take command of the city, put out the conflagration, restore order, etc., which I did, garrisoning the city until it was turned over to the civil authorities.

*Military record of George C. Rogers in the United States Volunteer Army of the civil war, 1861–1865.*

Rogers, George C. Born, New Hampshire, May 22, 1836; enlisted, Illinois, April 24, 1861; mustered into United States service as first lieutenant, Fifteenth Illinois Infantry, May 24, 1861; as captain September 4, 1861; as lieutenant-colonel April 7, 1862; as colonel November 2, 1862; brevet brigadier-general of volunteers March 13, 1865, for meritorious service; honorably mustered out September 16, 1865.

*Served as follows:* Went from Alton, Ill., into western Missouri July, 1861; continuously with troops in field during fall and winter. In February, 1862, marched to St. Louis, thence by boat to Fort Donelson; there placed in Fourth Division, Gen. S. A. Hurlbut commanding. At battle of Shiloh the regiment was in first line of battle formed by Hurlbut's division; a few minutes after

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the line was formed the field officers were killed and the command devolved upon Captain Rogers, assisted by minor officers. The regiment was in the "Hornet's Nest" and in the hottest of the fight both days, and lost about 250 men, killed and wounded; was wounded four times in that engagement, but did not leave the field until action was over; was shortly afterwards promoted lieutenant-colonel by Governor Yates for "meritorious conduct on the battle-field of Shiloh;" took part in the siege of Corinth, Miss., then marched to Grand Junction, La Grange, and thence to Memphis, Tenn., in 1862; thence marched to Bolivar, where orders were received to relieve Rosecrans at Corinth; commanded regiment during engagement at Hatchie October 4, 1862; charged across Hatchie bridge, capturing two batteries, lost 90 men, and was promoted colonel shortly thereafter. Was with General Grant in Tennessee and Mississippi until spring of 1863, then went with the division to Vicksburg and participated in all of the movements of that siege; thence went to Jackson, Miss., with Sherman; was twice wounded during the engagement at Champion Hills; took part in capture of Fort Beauregard at Harris, La.; thence returned to Vicksburg and reenlisted as a veteran; thence to Meridian, Miss., with Sherman; shortly after joined the Seventeenth Army Corps under General McPherson; marched to Huntsville, Ala., in spring 1865; thence joined General Sherman's army moving on Atlanta, Ga.; while commanding the Second Brigade, Fourth Division, Seventeenth Army Corps, built the fortifications at Altoona, Ga.; after the fall of Atlanta, with brigade, went with Sherman to the sea, through South Carolina into North Carolina, and was in all of the engagements until Johnston surrendered; then proceeded through Virginia to the grand review at Washington; thence to Louisville, Ky.; then to Leavenworth, Kans.; thence to Fort Kearny, Nebr.; thence again to Fort Leavenworth, where the regiment was mustered out September 16, 1865; was wounded six times, twice severely; in field over four years.

*Military record of James C. Rogers in the United States Volunteer Army of the civil war, 1861–1865.*

Rogers, James C. Born, New York, October 29, 1838; enlisted, New York, August, 1861; captain, Thirteenth New York Infantry, September 16, 1861; major One hundred and twenty-third New York Infantry September 30, 1862; lieutenant-colonel June 3, 1863; colonel February 20, 1865; brevet brigadier-general of volunteers March 13, 1865, for gallant and meritorious services; honorably mustered out June 8, 1865.

*Served as follows:* James C. Rogers, son of Hon. Charles Rogers, ex-Member of Congress; graduated from Union College in 1860; raised a company of volunteers and became its captain in August, 1861; mustered in United States service as captain Company F, Forty-third New York Infantry, September 3, 1861; served in Hancock's brigade, Smith's division, Franklin's corps, Army of the Potomac, until after the battle of Antietam; took part in the Peninsula campaign under McClellan; was in the battles of Lees Mills, Williamsburg, and the seven days' fighting in front of Richmond, also in the last day's fighting at Second Bull Run; then in Maryland campaign, in battles of Cramptons Gap and Antietam.

Some time before this received from the governor of New York a commission as major of the One hundred and twenty-third New York Infantry; joined that regiment near Harpers Ferry, and became a part of the First Brigade, First Division, Twelfth Army Corps, under General Slocum. In the battle of Chancellorsville, fought just to the left of the famous plank road, directly in front of the spot where Stonewall Jackson was killed; right after this battle was promoted to the lieutenant-colonelcy of his regiment; commanded his regiment at battles of Gettysburg and Falling Waters; then at the Rappahannock; afterwards was sent West under General Hooker, and was the first regiment from the Army of the Potomac to reach Rosecrans's army shut in at Chattanooga; soon after was assigned to the command of the military post of Bridgeport, Ala.; during this winter had several skirmishes with the Confederate cavalry under General Wheeler; took part in all the battles of the Atlanta campaign from Resaca to Peach Tree Creek; his regiment was one of the first three to enter Atlanta; while there he received his commission as full colonel, but, owing to the heavy loss of men during the campaign, was not mustered in as such until some time afterwards, when regiment was recruited up to required number; was with Sherman in his march from Atlanta to the sea and up

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through the Carolinas; in several small engagements near Savannah, and in the battles of Averysboro and Bentonville, under Slocum.

On April 10, 1865, while his regiment was acting as advance guard of the Twentieth Corps he ran upon the enemy's pickets and drove them across Moccasin Creek, a narrow but deep and rapid stream which crosses the road to Smithville, a few miles from Goldsboro, N. C. As he reached the bridge he found that the planks had all been torn up and a dam a short distance above had been cut and the wooded swamp between the two branches of the creek overflowed with water, while two regiments of Confederate cavalry were strongly posted in the woods on the opposite bank; after exchanging a few volleys, he formed his men and with them rushed over the bridge on its long narrow stringers and charged into the swamp with the water waist deep, and after a hot engagement lasting nearly an hour drove the enemy through the swamp and across the bridge over the other branch of the creek and far to the rear; this was the last fight of the war, and the last troops of the Union Army killed and wounded in action belonged to this regiment (the One hundred and twenty-third New York Volunteers); shortly afterwards Colonel Rogers was brevetted brigadier-general, U. S. Volunteers, and commanded the First Brigade, First Division, of the Twentieth Army Corps at the close of the war.

*Military record of Edward W. Serrell in the United States Volunteer Army of the civil war, 1861–1865.*

Serrell, Edward W. Born, England, November 5, 1826; citizen, United States by birthright; enlisted, New York, about three months before being mustered in; mustered into United States service as lieutenant-colonel, First New York Engineers October 10, 1861; as colonel February 14, 1862; brevet brigadier-general volunteers March 13, 1865, for meritorious service during the war; honorably discharged February 13, 1865.

*Served as follows:* Camp Staten Island, in command, then to Fort Monroe, six companies, Sherman's expedition, Port Royal, battle Port Royal, fortification Hilton Head and islands roundabout; siege Fort Pulaski, surrender; battles Frampton, Craston, Pocataligo, Morris Island, siege of Wagner, siege Sumter; assault on Wagner; Church Flats, Johns Island; Legareville; Schoolhouse Flats, Secessionville, Bermuda Hundred; Drurys Bluff; New Market road, Jerusalem turnpike; siege Fort Harrison, Petersburg; chief engineer, Tenth Army Corps, U. S. Volunteers; assistant engineer, Department South, U. S. Volunteers; chief engineer, Department South, U. S. Volunteers; chief engineer and chief of staff, Army of James, expedition to New York; New York, South Carolina, Georgia, Virginia; as made up for Lafayette post, in 126 actions; always on duty; always in command in the field, except a few days absent on special duty; wounded in head and left leg, not off duty; always attached to headquarters of the army serving with, and generally on general staff, as well as commanding troops; made 11 inventions adopted in service; am in hospital and too ill to make this more elaborate.

*Military record of James Shaw in the United States Volunteer Army of the civil war, 1861–1685.*

Shaw, James. Born in Rhode Island, September 25, 1830; enlisted, Rhode Island; mustered into United States service as lieutenant-colonel Tenth Rhode Island Infantry May 26, 1862; as colonel August 11, 1862; honorably mustered out September 1, 1862; as lieutentant-colonel Twelfth Rhode Island Infantry December 31, 1862; honorably mustered out July 29, 1863; as colonel United States Colored Infantry October 27, 1863; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service; honorably mustered out October 13, 1866, at Indianola, Tex.; paid and discharged with the regiment at Baltimore, Md., November 16, 1866.

*Served as follows:* With Ninth Army Corps before Fredericksburg, at Newport News, and in Kentucky, and with General Carter at Somerset, Ky. Went before "Casey's board," passed as colonel, being the fifth of that grade out of 700 examined, and was appointed colonel Seventh United States Colored Troops, at Providence, R. I., October 27, 1863; served continuously with the regiment, or in command of the force to which it was attached, as follows:

Commanding post at Jacksonville, Fla., and brigade on expedition to Cedar Creek and Camp Melton; commanding First Brigade, Third Division, Tenth Army Corps, August 13 to 21, August 25 to September 25, and October 26 to

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December 4, 1864; and First Brigade, Second Division, Twenty-fifth Army Corps, from and after December 4, 1864; commanding Second Division, Twenty-fifth Army Corps, February 21 to March 13, 1865; commanding subdistrict of Victoria, Tex., from January 16, 1866, to February 21, 1866; commanding Central district of Texas from February 21 to May 9, 1866. Contusion on head from rifle ball in action September 30, 1864. By General Orders, Military Division of the Gulf, the regiment was authorized to inscribe on its colors the names of the following battles: Cedar Creek, Baldwin, Kingsland Road, Fuzzel's Mills, White Point, Johns Island, Fort Gilmer, Darbytown Road, Armstrong's Mills, Petersburg, and Appomatox. In 1861 organized a company in Sixth Ward, Providence, for drill. The example was followed by every ward in the city and every town in the State. From city companies organized a regiment, and from this regiment recruited, armed, clothed, and equipped the Tenth Rhode Island Volunteers and started for Washington within thirty hours from receipt of orders from Governor Sprague.

*Military record of William J. Smith in the United States Volunteer Army of the civil war, 1861–1865.*

Smith, William Jay. Born in England September 24, 1823; entered service Tennessee. Mexican war record: Private, Captain Wheat's company, Tennessee Volunteers, August 31, 1847, to July 25, 1848. Civil war record: Private, Company G, Sixth Tennessee Cavalry, September 18, 1862; first lieutenant, regimental quartermaster, November 15, 1862; major February 4, 1864; lieutenant-colonel April 26, 1864; colonel March 13, 1865; brevet brigadier-general volunteers July 16, 1865, for faithful and meritorious service; honorably mustered out July 26, 1865.

*Served as follows:* As a citizen of Tennessee, William J. Smith adhered to the Union; he joined Col. Fielding Hurst's cavalry regiment as a private, but was soon commissioned regimental quartermaster, in which position he served until commissioned major of the regiment, February 4, 1864.

He was appointed lieutenant-colonel soon after; served continuously with his regiment from the day he joined as a private, and received his promotion in recognition of his fitness, ability, and courage; this regiment had active service in the field from the date of its muster in until final discharge; its first service was active scouting duty in West Virginia, where it had many skirmishes with its active antagonists; the regiment was at the battle of Corinth, October, 1862, and engaged in the pursuit of General Price's retreating army. Colonel Hurst, although 54 years of age when he entered the service, was an active, enterprising cavalry commander, and was supported by Lieutenant-Colonel Smith in every movement, skirmish, and battle.

The regiment operated in Tennessee, northern Mississippi, and Arkansas; it often met General Forrest; this regiment fought at Wyatt, Miss.; Purdy, Tenn.; Bolivar, Tenn., and at Jackson, Clifton, Coldwater, Ripley, Humboldt, Forked Deer, Cows Pond, and Salem. In Arkansas it was engaged in scouting and picket duty. When General Hood moved against Nashville, the Sixth Tennessee Cavalry was ordered to Nashville, and reached there November 26, 1864; the regiment was actively engaged in this campaign, in the battle of Nashville and in the pursuit of General Hood's army. Lieutenant-Colonel Smith was a leading spirit in all the active work of his regiment; he was appointed colonel of the regiment March 13, 1865; was brevetted brigadier-general July 16, and mustered out of the service July 26, 1865.

*Military record of Oliver L. Spaulding in the United States Volunteer Army of the civil war, 1861–1865.*

Spaulding, Oliver L. Born, New Hampshire; enlisted, Michigan; mustered into United States service as captain Twenty-third Michigan Infantry August 1, 1862; as major, February 13, 1863; as lieutenant-colonel, April 6, 1863; as colonel, April 16, 1864; brevet brigadier-general volunteers, June 25, 1865, for faithful and meritorious service during the war; honorably mustered out June 28, 1865.

*Served as follows:* With regiment in Kentucky from September, 1862, to September, 1863, participating in several minor actions; in July, 1863, in pursuit of John Morgan on his northern raid, moving from southern Kentucky by rail to Louisville, Cincinnati, Chillicothe, Hamden, and Portsmouth, Ohio; in

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August, 1863, sent from Cincinnati to protect railroad bridge at Paris, Ky., arriving just in season to repel a force sent to destroy the bridge.

Assigned to Second Brigade, Second Division, Twenty-third Army Corps, and with Burnside's army in its advance and occupation of East Tennessee; in the Atlanta campaign, participating in numerous engagements from Dalton and Resaca to Atlanta; in several engagements in temporary command of brigade as lieutenant-colonel; in command of regiment some weeks as captain, and during service as major and lieutenant-colonel; unable to muster as colonel on receipt of commission until after fall of Atlanta, as regiment was reduced below minimum; in the fall of 1864 went to Michigan and recruited regiment to required strength and mustered as colonel in November; participated in the battles of Franklin and Nashville, and transferred with the army of the Ohio via Washington to North Carolina, and was present at the taking of Fort Anderson and Wilmington, and in minor engagements in the advance on Raliegh. Assigned to command of brigade; mustered out at Salisbury, N. C.

*Military record of Augustus B. R. Sprague in the United States Volunteer Army of the civil war, 1861–1865.*

Sprague, Augustus B. R. Born Massachusetts, March 7, 1827; enlisted, Massachusetts, April 17, 1861; mustered into United States service as captain, Third Massachusetts Rifle, April 19, 1861; honorably mustered out August 3, 1861; as lieutenant-colonel Twenty-fifth Massachusetts Infantry September 9, 1861; as colonel Fifty-first Massachusetts Infantry November 11, 1862; honorably mustered out July 27, 1863; as lieutenant-colonel Second Massachusetts Artillery February 27, 1864; as colonel September 18, 1865; brevet brigadier-general volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out September 20, 1865.

*Served as follows:* April–August, 1861, at Fort McHenry, Md., subsequently with troops in the field; January, 1862, Twenty-fifth Massachusetts, Burnside's expedition to North Carolina, First Brigade; reported for "bravery and efficiency in battles of Roanoke Island and Newberne;" engaged in minor actions and campaigning in North Carolina until November; colonel of Fifty-first Massachusetts Infantry; assigned to First Brigade, First Division, Eighteenth Army Corps; December engaged at Kinston, Whitehall, and Goldsboro; spring of 1863 in command of the district of Beaufort, N. C.; June, reported to General Dix at Whitehouse on the Pamunky; at expiration of term of service of the regiment sent to Fortress Monroe for transportation to Massachusetts; offered the regiment for further service and was ordered to Baltimore; held there until battle of Gettysburg; thence to Maryland Heights and Army of the Potomac; in February, 1864, assigned to command of battalion of Second Massachusetts Heavy Artillery in eastern Virginia, under command of Gen. Israel Vogdes; detailed as provost marshal to administer oath of allegiance to the residents of Portsmouth, Va.; January, 1865, in North Carolina, commanding the regiment in movement of General Schofield to reach and reinforce General Sherman at Goldsboro; engaged and repulsed enemy at Southwest Creek, near Kinston; in General Sherman's command at cessation of hostilities; detailed as judge-advocate-general court-martial at Newberne and subsequently in summer of 1865 with the regiment assembled at mouth of Cape Fear River to dismantle Fort Fisher and restore Fort Caswell; served in North Carolina, Virginia, Maryland, and Pennsylvania; commanded brigade at times. In the military service of the United States about three years and nine months.

*Military record of Isaac W. Starbird in the United States Volunteer Army of the civil war, 1861–1865.*

Starbird, Isaac Warren. Born, Maine, July 10, 1839; entered service, Maine; captain, Nineteenth Maine Infantry, August 25, 1862; major September 16, 1864; lieutenant-colonel November 8, 1864; colonel November 16, 1864; brevet brigadier-general of volunteers April 7, 1865, for gallantry in command of his regiment at High Bridge, Va.; honorably mustered out June 7, 1865.

*Served as follows:* On August 25, 1862, he was commissioned a captain in the Nineteenth Maine Volunteers, and his regiment was assigned to the Second Corps of the Army of the Potomac. He was in command of his company at the battles of Fredericksburg, Chancellorsville, and Gettysburg, and at the last-mentioned battle he had charge of a section of the picket line which received

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Pickett's assault. He was wounded at Gettysburg, but remained on the field until the battle was decided.

He was in the movement which checked Lee's advance on Washington in 1863, and in 1864 he was appointed brigade inspector and assigned to Mott's brigade, Fourth Division of the Second Army Corps. He participated in the Wilderness campaign and fought at the battles of the Wilderness, Spottsylvania, Cold Harbor, and Petersburg. On August 16, 1864, he was appointed major of his regiment and commanded it at the battle of Weldon Railroad, which was fought in October of that year. On November 3 he was made lieutenant-colonel and a week later colonel of the Nineteenth Maine.

Colonel Starbird commanded the regiment in the final advance on Petersburg and the pursuit which led to the surrender of Lee. He led his regiment at the battle of High Bridge on the Appomattox, which resulted in shutting off all possibility of the retreat of the Confederate army.

At that battle the Nineteenth Maine, without any support, was ordered to hold a bridge over the river. When they took up their position they found it in flames, with Lee's army on the other side. By means of hats, boxes, canteens, and buckets they extinguished the flames; and although a rebel brigade was thrown against them, they held the point until the issue was decided.

Colonel Starbird was struck in the thigh by a bullet and fell from his horse unconscious. It was thought that the wound would result fatally, but he rallied, and in April following he was commissioned a brevet brigadier-general "for gallantry while in command of his regiment."

*Military record of James Stewart, jr., in the United States Volunteer Army of the civil war, 1861–1865.*

Stewart, James, jr. Born, New Jersey, March 22, 1840; enlisted, New Jersey, September, 1861; mustered into United States service as first lieutenant, Ninth New Jersey Infantry, November 15, 1861; as captain February 10, 1862; as major December 22, 1862; as lieutenant-colonel January 8, 1863; as colonel June 20, 1864; brevet brigadier-general volunteers March 13, 1865, for meritorious service; honorably mustered out July 12, 1865.

*Served as follows:* Continuously in the field for nearly four years. In 1862, 1863, and 1865 in North Carolina and attached to the Second Division, Ninth Army Corps, Division District of Beaufort, and Third Division, Twenty-third Army Corps, and including battles of Roanoke Island, Newbern, Fort Macon, Southwest Creek, Kinston, White Hall, Goldsboro, and Wises Forks (three days).

In Virginia 1864 and attached to Second Division, Eighteenth Army Corps, Army of the James and Army of the Potomac, and including the battles of Port Walthall (two days), Swift Creek (two days), Drewrys Bluff (five days), Cold Harbor (eleven days), Petersburg (sixty-five days)—forty-four days in trenches, and numerous minor engagements; was under fire in 53 different actions. He commanded other than his regiment, to-wit: On July 21, 1864, he was assigned to command the First Brigade, Second Division, Eighteenth Army Corps, in front of Petersburg. In September following he was ordered with his brigade to North Carolina, and his brigade designated brigade, division of the district of Beaufort. Subsequently he commanded the Third Brigade, Third Division, Twenty-third Army Corps, and his last command was the Third Division, Twenty-third Army Corps, district of Greensboro, N. C. He was slightly wounded in engagement at White Hall, N. C., and again severely at Drewrys Bluff, Va.; sent to Chesapeake Hospital (absent sixty-seven days). In the action at Butlers Bridge, N. C., his horse was shot (killed) from under him.

*Military record of William W. Stewart in the United States Volunteer Army of the civil war, 1861–1865.*

Stewart, William W. Born, Pennsylvania, August 8, 1836; enlisted Pennsylvania, June 1, 1861; mustered into United States service as first sergeant, First Pennsylvania Reserves, June 4, 1861; as first lieutenant, September 3, 1861; as captain, August 1, 1862; as lieutenant-colonel, March 1, 1863; honorably mustered out June 13, 1864; as colonel One hundred and ninety-second Pennsylvania Infantry March 26, 1865; brevet colonel volunteers, March 13, 1865, for gallant conduct at the battles of the Wilderness and Spottsylvania Court House,

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Va., and brigadier-general Volunteers, March 13, 1865, for gallant conduct at the battle of North Anna, Va.; honorably mustered out August 24, 1865.

*Served as follows:* In field with troops, Virginia, Maryland, and Pennsylvania, June 1, 1861, to June 13, 1864, and with troops in field Virginia, March 26, 1865, to August 24, 1865; 1861, Independent Division Pennsylvania Reserves; 1862, First Army Corps, Fifth Provisional Army Corps; 1862 and 1863, Twenty-second Army Corps; 1863 and 1864, Fifth Army Corps; with troops in the battles of Drainsville, Hawkhurst Mills, Mechanicsville, Cains Mills, Charles City Cross Roads (adjutant of regiment; wounded; left on the field; captured; in Libby Prison from June 30 to August 28, 1862), Fredericksburg, Rappahannock Station, Gettysburg, New Hope Church, Mine Run, Spottsylvania Court House, Wilderness, North Anna, Pamunky River, Bethesda Church, Cold Harbor (wounded slightly by shell); 1865, with Third Brigade, Second Division, Army of the Shenandoah in Shenandoah Valley, Virginia; later commanded brigade; after Lee's surrender commanded the posts at Staunton, Va., Lexington, Va., and Harpers Ferry, Va.

*Military record of Frederic W. Swift in the United States Volunteer Army of the civil war, 1861–1865.*

Swift, Frederic W. Born in Mansfield Center, Conn., January 30, 1831; mustered into the service of the United States with the rank of second lieutenant July 29, 1862, by Lieut. Col. Joseph R. Smith, U. S. Army, at Detroit, Mich.; mustered as captain Company F, Seventeenth Michigan Volunteer Infantry, to rank as such from June 17, August 27, 1862, by same officer; as lieutenant-colonel January 13, 1864, to rank as such from November 27, 1863; commissioned as colonel to rank from December 4, 1864, by Austin Blair, governor of Michigan, but was refused permission to muster in as such by reason of Secretary of War Stanton's order prohibiting such muster in cases where regiments were depleted to a point below the minimum, as was the case with my regiment in the Wilderness and at Spottsylvania Court House.

Was brevetted colonel of volunteers March 13, 1865, for gallant and meritorious conduct at battle of Spottsylvania, Va., and brigadier-general of volunteers March 13, 1865, for gallant and meritorious conduct during the war. Honorably mustered out of the service June 7, 1865, by reason of close of hostilities. Was granted a medal of honor for gallantry at the battle of Campbell Station, Tenn., November 16, 1863. Was captured at the battle of Spottsylvania Court House May 12, 1864, and was one of the 50 Federal officers sent from Macon, Ga., prison to Charleston, S. C., to be placed under fire there by order of the Confederate authorities, in the summer of 1864. Was in command of the regiment from December 4, 1864, to time of muster out of service. Commanded brigade from Cincinnati to Annapolis on rejoining the Army of the Potomac in April, 1864.

*Served as follows:* As captain Company F, in battle of South Mountain, Maryland, September 14, 1862, just seventeen days after we left Detroit. The Seventeenth never having had a battalion drill, charged up the mountain and nearly annihilated Drayton's brigade, who were shielded by stone walls. The Seventeenth after this was known as the Stonewall Regiment. At Antietam, September 17, 1862, and at Fredericksburg, Va., December 11, 12, and 13, 1862, was in all the actions in which the Ninth Army Corps participated during the sieges of Vicksburg and Jackson, Miss., in June and July, 1863.

Moved with the same corps from the Yazoo to Knoxville, East Tennessee, and participated in all of the actions of that campaign, including the retreat into Knoxville, Campbell Station, Blue Springs, Thurleys Ford, etc., and through siege of Knoxville. In April, 1864, the Ninth Corps returned to the Army of the Potomac. Participated in the battles of the Wilderness, May 5 and 8; Ny River, May 9; at Spottsylvania Court House, May 10, 11, and 12, when captured and where regiment, out of 225 muskets that went into action on the morning of May 12, lost 97 killed and wounded and 92 prisoners. Was exchanged at Charleston, S. C., August 3, 1864, and rejoined regiment after thirty days' furlough at Poplar Springs Church before Petersburg, September 30, 1864. Commanded regiment from December 4, 1864, until mustered out, and participated in the grand review May 23 and 24, 1865. Participated in the siege of Petersburg until its evacuation.

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*Military record of Luther S. Trowbridge in the United States Volunteer Army of the civil war, 1861–1865.*

Trowbridge, Luther S. Born Michigan, July 28, 1836. Enlisted Michigan; mustered into United States service as major, Fifth Michigan Cavalry, September 2, 1862; as lieutenant-colonel Tenth Michigan Cavalry August 25, 1863; as colonel, July 25, 1864; brevet brigadier-general and major-general volunteers June 15, 1865, for faithful and meritorious service; honorably mustered out September 1, 1865.

*Served as follows:* Continuously with troop in the field. First with Fifth Michigan Cavalry. Regiment organized September, 1862. Sent to Washington in December, 1862. Remained there drilling, fitting out with arms and equipments, and occasional scouting through December, 1862, and January and February, 1863. March, April, and May, 1863, on outpost duty at Fairfax Court House. June joined the Army of the Potomac as it marched to Pennsylvania. Assigned to Custer's brigade. Participated in the Gettysburg campaign at Littlestown, Hanover, Gettysburg, Smithfield, Boonesboro, Hagerstown, and Williamsport.

Was in command of the regiment at the second fight at Williamsport, Snickers Gap, Ashbys Gap. Was taken sick at Upperville, after the fight at Ashbys Gap, sent to hospital, and finally home. Sick about six weeks. Meanwhile promoted to be lieutenant-colonel Tenth Michigan Cavalry. Went with that regiment to East Tennessee. December, 1863, January and February, 1864, in Kentucky. During balance of 1864, in East Tennessee. Built a fort at Strawberry Plains, and held it against a spirited attack by force of 7 to 1 cavalry, infantry, and artillery, under Breckenridge. Engaged constantly in scouting, and had fighting at Carter's Station, Beans Station, Blue Spring, Greenville, Bulls Gap, Morristown, Mossy Creek, Strawberry Plains, and other places. In January, 1865, was appointed provost-marshal-general of East Tennessee, but after two months' service was relieved to take command of regiment in expedition under General Stoneman, into North Carolina and Virginia, to destroy railroads. Had severe fighting at Henry Court-house, Abbott's Creek. Participated in capture of Salisbury. Then followed the armistice. After the armistice was disapproved, was ordered on the pursuit of President Davis, and continued on that duty nearly one month. All told was in the enemy's country, living on the country, except 8 days' rations with which we started and 2 days' rations obtained at Atlanta, 69 days. On return to East Tennessee, was assigned to the command of the First Brigade of the Cavalry Division of East Tennessee, and continued until mustered out at expiration of service, September 1, 1865.

*Military record of James M. True in the United States Volunteer Army of the civil war, 1861–1865.*

True, James M. Born, Kentucky, October 14, 1823; enlisted, Illinois, August 10, 1861; mustered into United States service as captain, Thirty-eighth Illinois Infantry, August 21, 1861; resigned, December 26, 1861; as colonel, Illinois Infantry, April 10, 1862; brevet brigadier-general Volunteers, March 6, 1865; honorably mustered out, May 1, 1865.

*Served as follows:* Continuously with troops in the field during fall of 1861, in Missouri, as captain with Company E, Thirty-eighth Illinois Volunteer Infantry. First battle engaged in, at Fredericktown, Mo., under command Col. W. P. Carlin. After being promoted to colonelcy of Sixty-second Illinois Infantry, served in Kentucky, Tennessee, Mississippi, and Arkansas, during year of 1862–63, in what was known as the Army of the Tennessee, most of the time in the Seventeenth and Sixteenth Army Corps. Was in battle of Holly Springs, Miss., when all my army records, up to that time, together with my horse and accouterments were seized by General Van Dorn. Afterwards was in battle of Little Rock, Ark., here commanding a brigade of troops; 4 regiments of infantry, two regiments of cavalry, also two artillery batteries. In this battle, lost hearing of right ear from explosion of a shell from the enemy's guns. Following spring, by order of General Steele, in command at Little Rock, took train with supplies and troops to reinforce Banks on the Red River expedition in Texas, was repulsed by the enemy and forced to retreat to Pine Bluff, Ark. Served here continuously until close of war. Participated in about fifteen battles and minor conflicts, commanding brigade most of the time after being made colonel.



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*Military record of John B. Van Patten in the United States Volunteer Army of the civil war, 1861–1865.*

Van Patten, John B. Born in Sterling, N. Y., June 19, 1827. Mustered, June 14, 1861, as chaplin of the Thirty-fourth New York Infantry. Served with it in the defenses of Washington, and in the corps of observation on the Potomac, and in the battles of Balls Bluff, Edward Ferry, Yorktown, Williamsburg, West Point, Fair Oaks, Allens Farms, Savage Station, White Oak Swamp, Malvern Hill, Harrison's Landing, and Second Bull Run. At the request of Governor Morgan, of New York, resigned, September 1, 1862, to be lieutenant-colonel of the Sixteenth New York Infantry, and commanded Camp Seward, N. Y., during its organization. Was mustered as lieutenant-colonel about October 1, 1862. In December, 1862, went with the One hundred and sixtieth to the Department of the Gulf and was in the battle of Cotton, January 11, 1863. Thence commanded the regiment permanently until he resigned. Commanded it in the battle of Bislan, in April, and at Port Hudson, May 27.

Commanded a brigade in the battle of the 14th of June at Port Hudson, and thence the first battalion of the forlorn hope until Port Hudson surrendered. During the winter of 1863–64 was president of the United States relief commission of New Orleans. At his own request was relieved to go on the Red River expedition with his regiment, which he commanded in the battles of Sabine Cross Road, Pleasant Hill, Marksville, and Cane River. At Pleasant Hill, for holding his regiment when two others on its left gave way and it was nearly surrounded, he was publicly thanked by General Emery for saving his division. Later, in 1864, he commanded his regiment on a brigade in the Shenandoah Valley. Was in the battle commanding a brigade at Snickers Gap; commanded the One hundred and sixtieth at Opequon, and was severely wounded; and was complimented in orders by Genreal Sheridan for conspicuous gallantry and especial good conduct, remaining on duty five hours after he was severely wounded and until the last of the enemy were on the field. He resigned for promotion in the One hundred and ninety-third New York Infantry January 27, 1865, and was mustered as colonel April 9, 1865; and with this regiment joined the provisional division at Summit Point, Va., and July 12, 1865, was assigned to the command of a brigade and the district of Cumberland, in the Department of West Virginia. In this he continued until honorably discharged January 18, 1866, because of the close of the war. Was commissioned brevet brigadier-general United States Volunteers March 13, 1865, for gallantry and meritorious service.

*Military record of David Vickers, in the United States Volunteer Army of the civil war, 1861–1865.*

Vickers, David. Born, New Jersey; entered service from New Jersey; first lieutenant, Third New Jersey Infantry, May 25, 1861; captain May 31, 1861; major Fourth New Jersey Infantry October 18, 1863; colonel March 21, 1865; brevet brigadier-general of volunteers May 31, 1865, for faithful and meritorious services; honorably mustered out May 15, 1865; major inspector-general volunteers June 3, 1898; honorably discharged November 30, 1898.

*Served as follows:* Continuously in active service in the field for nearly two years and five months as a company officer of the Third New Jersey Infantry; he was commissioned major of the Fourth New Jersey Infantry October 18, 1863. This regiment had seen much important service. William Birney had been the colonel of the regiment and was promoted brigadier-general and brevet major-general and assigned to the command of a division.

Major Vickers was promoted lieutenant-colonel September 29, 1863, and was commissioned colonel March 21, 1865. He served with his regiment in the campaigns and battles in which it was engaged after his appointment as major.

The importance of this service can best be understood by a statement of the battles in which it was actively engaged in the great operations of the Army of the Potomac. Following is a list of those battles:

Rappahannock Station, October 12, 1863, and November 7, 1863; Mine Run, November 30; Wilderness, May 5 to 7, 1864; Spottsylvania, May 8 to 11; Spottsylvania Court House May 12 to 16; North and South Ann River, May 24; Hanover Court House, May 29; Tolopotomy Creek, May 30 to 31; Cold Harbor, June 1 to 3; Weldon Railroad, June 23; Snickers Gap, July 18; Strasburg, August 15; Winchester, August 17; Charlestown, Va., August 21; Opequon, September 19; Fishers Hill, September 21 to 22; New Market, September 24;

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Mount Jackson, September 25; Cedar Creek and Middletown, October 19; Hatchers Run, February 5, 1865; Fort Steadman, March 25; capture of Petersburg, April 2; Sailors Creek, April 6; Farmville, April 7; Appomattox, April 9.

Colonel Vickers was honorably mustered out of the service May 15, 1865. In recognition of his splendid services he was commissioned brevet brigadier-general of volunteers May 31, 1865.

*Military record of Brevet Brigadier-General Louis Wagner in the United States Volunteer Army of the civil war, 1861–1865.*

Wagner, Louis. Born in Giessen, Germany, August 4, 1838; brought to this country by his father, and with the rest of the family, after the German rebellion of 1848, reaching Philadelphia November, 1849. Commissioned as first lieutenant Company D, Eighty-eighth Pennsylvania Volunteers, August 11, 1861; mustered September 13, 1861; captain Company D, Eighty-eighth Pennsylvania Volunteers, April 30, 1862; mustered, Company D, Eighty-eighth Pennsylvania Volunteers, April 30, 1862; lieutenant-colonel Eighty-eighth Regiment, December 1, 1862; mustered, February 24, 1863; colonel Eighty-eighth Regiment, March 3, 1863; mustered June 16, 1865; brevet brigadier-general March 13, 1865; mustered out June 30, 1865; paid to July 8, 1865.

Our regiment served in the First Corps, Second Division, and Third Brigade, and subsequently in the Fifth Corps, and participated in all the battles and skirmishes in which the corps to which it belonged engaged. Was wounded at the battle of Second Bull Run, losing two and one-half inches of the shin bone of the right leg, taken prisoner, and subsequently paroled, but being unfit for service in the field I was assigned to organize Camp William Penn, at Chelten Hills, Pa., for recruiting United States colored troops.

Organized the following regiments of these troops: Third, Sixth, Eighth, Twenty-second, Twenty-fourth, Twenty-fifth, Thirty-second, Forty-first, Forty-third, Forty-fifth, and One hundred and twenty-seventh.

At the close of Camp William Penn rejoined regiment and commanded it and temporarily the brigade of the Fifth Corps, to which it was attached, until mustered out of the service.

*Military record of Thomas McC. Walker in the United States Volunteer Army of the civil war, 1861–1855.*

Walker, Thomas McC. Born in Pennsylvania February 4, 1834; enlisted in Pennsylvania; mustered into United States service as major One hundred and eleventh Pennsylvania Infantry December 23, 1861; as lieutenant-colonel, November 7, 1862; as colonel, April 23, 1865; brevet brigadier-general volunteers, July 5, 1865, for meritorious service; honorably mustered out July 19, 1865.

*Served as follows:* Stationed in Baltimore, Md., until May, 1862, when was transferred to Harpers Ferry, joining Brig. Gen. James Cooper's brigade, participating in that valley campaign. Upon the organization of the Army of Virginia was attached to the Second Brigade, Second Division, Second Corps. Was in the battles of Cedar Mountain, Rappahannock, Second Bull Run, Chantilly.

Later attached Second Brigade, Second Division, Twelfth Corps, serving through the Maryland campaign; was in battles of South Mountain, and wounded at Antietam; 1863 attached to Army of the Potomac. Was in constant service at the front all year, being in the battles of Chancellorsville and Gettysburg; in September was transferred to the Department of the Cumberland; was in the battles of Wauhatchie (wounded), Lookout Mountain, Missionary Ridge, and Ringgold. In 1864 served with the Army of the Cumberland in Atlanta and Savannah campaign in battles at Buzzard Roost, Rocky Faced Ridge, Resaca, Dallas, New Hope Church, Pine Knot, Kulp's Farm, Kennesaw Mountain, Grier's Plantation, Peach Tree Creek, taking of Atlanta, march through Georgia to the sea; in 1865 the march through the Carolinas to Washington; was participant in about 30 serious engagements and many skirmishes; wounded at Antietam, Md., and Wauhatchie, Tenn.

*Military record of Lyman M. Ward in the United States Volunteer Army of the civil war, 1861–1865.*

Ward, Lyman M. Born, New York, October 6, 1836; enlisted Wisconsin, Fond du Lac, October 16, 1861; mustered into United States service as captain, Fourteenth Wisconsin Infantry, January 30, 1862; as major, April 19, 1862; as

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lieutenant-colonel, July 1, 1862; as colonel, March 13, 1863; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious service; honorably mustered out October 9, 1865.

*Served as follows:* Continuously on duty with the troops in the field for nearly four years, with the exception of about sixty days, during which time his regiment—Fourteenth Wisconsin Infantry—reenlisted as veterans. In 1862 campaign in Tennessee, including the battle of Shiloh, Iuka, and several minor engagements.

Took part in the second battle of Corinth. Was assigned to the Seventeenth Army Corps, Army of the Tennessee. Fought in the battles of Jackson, Champion Hills,, and the siege of Vicksburg. Transferred to the Sixteenth Army Corps, participating in the various engagements of the Red River expeditions.

Returned to Memphis, Tenn., and took part in the battle of Tupelo, forces under command of Gen. A. J. Smith. Was ordered to Duvall's Bluff, Ark. Made a 300-mile march across that State into Missouri. Afterwards moved by transports to Tennessee and took part in the battle of Nashville, forces commanded by Gen. George H. Thomas. Moved to the State of Alabama and was in the siege and battle of Spanish Fort, on Mobile Bay. Commanded a brigade about fourteen months.

*Military record of Adoniram Judson Warner in the United States Volunteer Army of the civil war, 1861–1865.*

Warner, Adoniram Judson. Born, New York; enlisted Pennsylvania; mustered into United States service as captain, Tenth Pennsylvania Reserves, July 21, 1861; as lieutenant-colonel, May 14, 1862; as colonel, April 25, 1863; as colonel, Veteran Reserve Corps, November 15, 1863; brevet brigadier-general volunteers, March 13, 1865, for gallant and meritorious service during the war; honorably mustered out November 17, 1865.

*Served as follows.*—Continuously in the field in the Army of the Potomac from the 10th of June, 1861, until after the battle of Gettysburg. Participated in the engagement at Dranesville in December, 1861; commanded the Tenth Regiment, Pennsylvania Reserves, at Mechanicsville, Gaines Mill, White Oak Swamps, Malvern Hill, and Harrisons Landing; moved from the James River to Fredericksburg; started to march to Manassas, but was detached to conduct reenforcements to Alexandria; rejoined division, then under General Reynolds, at Frederick, Md.; participated in the battles of South Mountain and Antietam; in the latter was placed in command of the Third Brigade, Pennsylvania Reserves; was later sent by General Hooker to maneuver on the enemy's left flank; was severely wounded in the right hip; sent to Hagerstown, then to Washington, to have ball extracted if possible.

After several unsuccessful attempts, on February 8, after a severe operation, described in the medical and surgical history of the war, the ball was extracted, but the wound did not heal. In May following I took command of my regiment again, which was then on duty in Washington; continued in command of the regiment, though still unable to walk without crutches or canes, and went through the battle of Gettysburg; was injured by a fall of my horse on Little Round Top, but continued in command till the Army of Virginia crossed the Potomac at Williamsport; was then sent to Washington for a further operation, and was not able to take the field after that. Was commissioned by President Lincoln colonel in Veteran Reserve Corps. Was sent west first on an inspection tour and subsequently was placed in command at Indianapolis, where I remained to the end of the war, when I resigned to return to civil life. The wound received at Antietam did not heal for several years, and I have constantly to use a cane in walking. Immediately after the battle of Antietam I was recommended for promotion to brigadier-general, but the promotion was withheld for the reason, stated by Secretary Stanton, that I was not able to take the field. I was born in Erie County, N. Y., January 13, 1834.

*Military record of Louis H. Waters in the United States Volunteer Army of the civil war, 1861–1865.*

Waters, Louis H. Born, Pennsylvania, December 22, 1827; enlisted, Illinois August 22, 1861; mustered into United States service as lieutenant-colonel Twenty-eighth Illinois Infantry August 22, 1861; resigned January 10, 1862; as colonel Eighty-fourth Illinois Infantry September 1, 1862; brevet brigadier-

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general volunteers June 18, 1865, for meritorious service; honorably mustered out June 8, 1865.

*Served as follows:* With the Twenty-eighth Illinois Infantry Volunteers in Missouri and western Kentucky under General Grant from September 1, 1861, until January 10, 1862; raised and organized the Eighty-fourth Illinois Infantry Volunteers in the summer of 1862; mustered into United States service with that regiment September 1, 1862; joined General Buell's command at Louisville, Ky., September 25, 1862; was assigned to Tenth Brigade, Fourth Division (Nelson's old division), Twenty-first Army Corps; on the organization of the Army of the Cumberland, was assigned to the Third Brigade, First Division, Twenty-first Corps, and served with that corps with troops in the field in Kentucky, Tennessee, and Georgia continuously from September 25, 1862, until the reorganization of the Army of the Cumberland after the battle of Chickamauga, in 1863, when the Third Brigade and First Division became a part of the Fourth Corps; served with the Fourth Corps with troops in the field in Tennessee, Georgia, and Alabama continuously from its organization until mustered out, at Nashville, Tenn., June 8, 1865; was at the battle of Perryville, in the pursuit of the Confederate army under General Bragg through Kentucky; at the battle of Stone River, in the Tullahoma campaign, the battles of Chickamauga, Lookout Mountain, Missionary Ridge, and in every battle of the Atlanta campaign in which the Fourth Corps was engaged; commanded the rear guard, consisting of the Third Brigade, from Pulaski, Tenn., to Spring Hill; was severely wounded at the battle of Franklin, Tenn., November 30, 1864, in right shoulder joint; in hospital at Nashville until after the battle at that place; rejoined his command at Huntsville, Ala., early in January, 1865, and was in command of his regiment or brigade until mustered out. His horse was shot under him at Stone River. The report of the adjutant-general of Illinois, volume 5, gives total enlistment of the Eighty-fourth Regiment as 987, of which 558 were killed and wounded and 131 died of disease or by accidents, a total of 689.

*Military record of Orpheus S. Woodward in the United States Volunteer Army of the civil war, 1861–1865.*

Woodward, Orpheus Saeger. Born, Pennsylvania, May 1, 1835; enlisted, Pennsylvania, August 1, 1861; mustered into United States service as captain, Eighty-third Pennsylvania Infantry, September 13, 1861; as colonel March 28, 1864; brevet brigadier-general of volunteers March 13, 1865, for gallant and meritorious service during the war; honorably mustered out September 20, 1864.

*Served as follows:* Continuously with troops in the field from September 13, 1861, to May 5, 1864; all service was in the Third Brigade, First Division, Fifth Corps, Army of the Potomac, and within the States of Pennsylvania, Maryland, and Virginia; spent a part of the spring and summer of 1861 as a three months' man with the Pennsylvania militia; served under Generals McClellan, Burnside, Hooker, Meade, Grant, Porter, Butterfield, Warren, Bartlett, Griffin, Sykes, and perhaps others, and was present on all marches and participated in all battles in which the Fifth Corps took part, save and except Second Bull Run and Fredericksburg, besides many smaller actions and skirmishes where division, brigade, or regiment only was present.

Among the more prominent battles may be mentioned Yorktown, Hanover Court House, Gaines Mills, Turkey Bend, Malvern Hill, Antietam, Shepherdstown Ferry, Chancellorsville, Middleburg, Gettysburg, Rappahannock Station, Mine Run, and the Wilderness; was twice wounded, at Malvern Hill through left arm and at the Wilderness, when I lost the right leg above knee. I commanded the Eighty-third almost continuously from January, 1863, to May 5, 1864, and during two of its heaviest fights, Gettysburg and Wilderness; was absent from my command probably forty days on leave of absence. Have in my possession letters describing my services, capacity, and character, couched in rather complimentary terms, from Gens. George Sykes, James K. Warren, Charles Griffin, James K. Bartlett, and J. L. Chamberlain.

*Military record of Edward H. Wolfe in the United States Volunteer Army of the civil war, 1861–1865.*

Wolfe, Edward H. Born in Indiana, Rushville, September 26, 1834; enlisted in Indiana, October, 1861; mustered into United States service as major Fifty-

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second Indiana Infantry, October 25, 1861; as lieutenant-colonel, April 26, 1862; as colonel, September 19, 1862; brevet brigadier-general volunteers, March 13, 1865, for conspicuous gallantry and efficient service during the battles of December 15 and 16, 1864, before Nashville, Tenn.; honorably mustered out January 31, 1865.

*Served as follows:* Continuously with troops in the field; February, 1862, participated in the battle at Fort Donelson, Tenn.; in April assigned to Lauman's brigade, at Pittsburg Landing, taking part in the siege of Corinth, Miss.; commanded military posts at Fort Heiman, Ky., Fort Henry, Tenn., Columbus, Ky., and Fort Pillow, Tenn., making frequent marches, and having numerous minor engagements with guerrillas and detached Confederate troops, both in Tennessee and Arkansas. January, 1864, was placed in command of Third Brigade, Second Division, Sixteenth Army Corps, commanding this brigade continuously in the field until mustered out; February, marched with Sherman's army on the raid to Meridian, Miss., participating in engagement at Jackson, Miss. June, 1864, engaged in battle at Lake Chicot, Ark., resulting in defeat and route of Marmaduke's forces, and raising the second blockade of the Mississippi River; same month was sent with brigade to reinforce the defeated and retreating army of General Sturgis, at Guntown, Miss., and on the 14th and 15th commanded the brigade in battle at Tupelo, Miss. August 3 fought Forrest's cavalry at Hurricane Creek, Miss. October 1, with brigade alone, defeated portion of Price's army at Franklin, Mo. Commanded same brigade in the two days battle at Nashville, Tenn., December 15 and 16, and for this service was brevetted brigadier-general; held commissions and promotions as follows: Adjutant, major, lieutenant-colonel, and colonel, Fifty-second Regiment Indiana Volunteers, and commissioned brevet brigadier-general, as above. Honorably mustered out at expiration of service January 31, 1865.

*Military record of George M. Ziegler in the United States Volunteer Army of the civil war, 1861–1865.*

Ziegler, George M. Born in Ohio June 30, 1832; enlisted at Wilmington, Ohio, April 15, 1861; mustered into United States service as private Company B, Twelfth Ohio Infantry, April 22, 1861; as first sergeant Forty-seventh Ohio Infantry, June 15, 1861; as second lieutenant, August 28, 1861; as first lieutenant, December 6, 1862; as captain, December 28, 1863; as colonel Fifty-second United States Colored Infantry, August 2, 1863; brevet brigadier-general volunteers, March 13, 1865, for meritorious service during the war; honorably mustered out May 5, 1866.

*Served as follows:* Continuously with troops in the field during 1861–62 in West Virginia; 1863, 1864, 1865, and 1866 in Mississippi, in which latter State went through the entire siege of Vicksburg and vicinity; during this siege George M. Ziegler received favorable mention at the hands of Col. A. C. Parry, of the Forty-seventh Ohio Volunteer Infantry, which can be found in the Official Records of the War Department, Volume 24, Part I, first series, pages 452, 453, and 454, inclusive; also Volume 24, Part I, first series, page 438. In addition to the attack on the fortifications at Vicksburg, was engaged in five battles and twelve skirmishes. At Colemans Cross Roads, Miss., the colored troops under him acted with great gallantry. The reports of the adjutant-general of Ohio show that Gen. George M. Ziegler performed more days' service than any other officer in volunteer service from Ohio.

*Military record of James Jourdan in the United States Volunteer Army of the civil war, 1861–1865.*

Jourdan, James: Born, Ireland; enlisted, New York; mustered into United States service as major Eighty-fourth New York Infantry May 23, 1861; as lieutenant-colonel Fifty-sixth New York Infantry December 19, 1861; as colonel One hundred and fifty-eighth New York Infantry September 5, 1862; brevet brigadier-general volunteers October 28, 1865, for gallant and meritorious service in the attack on the enemy's works at Fort Harrison, Va., and major-general volunteers March 13, 1865, for gallant and meritorious service during the war; resigned March 17, 1865.

*Served as follows:* Continuously with troops in the field from April, 1861, to March, 1865.

1861: Took part in the first battle of Bull Run; was in command of regiment in repulsing attack of enemy's cavalry near Falls Church, Va.

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1862: As lieutenant-colonel, took part in the battle of Williamsburg, siege of Yorktown, and passage of Warwick Creek; passage of the Chickahominy and reconnoissance in force to Seven Pines and Garnett's farm; commanded a reconnoissance and skirmish at the intersection of roads leading from Richmond to Malvern Hill. Took part in the battles of Fair Oaks and Seven Pines. Made reconnoissance up the south bank of the Chickahominy to locate the enemy to determine its strength and, if in motion, the direction of its movements. Discovered at dawn Jackson's corps moving down the north bank of the river in the direction of the West Point and Richmond Railroad and Bottom's bridges. Commanded troops selected to destroy the above railroad bridge and trestle work across the Chickahominy. The work was done at night under a severe fire from the enemy, preventing Jackson's corps from crossing to flank our forces next day, while fighting the battle of Savage Station. Was present at the battles of Savage Station, White Oak Creek, Glendale Church, and Malvern Hill.

In January, 1863, as colonel, was assigned to command brigade in Prince's division; commanded attack on the enemy at Deep Creek and Jacksonville; repulse of the enemy's attack on Newbern and recapture of Newport; commanded troops engaged in conflict at Sandy Ridge and reconnoisance on Kingston; reconnoitered Fort Fisher, under fire from the fort and mound batteries, on war vessel assigned by Admiral Lee for that purpose; entered Masonboro Sound at night in a small boat through inlet; landed within the enemy's lines on the main land and ascertained condition of land approaches to Fort Fisher. While in command of troops and military district of Beaufort, N. C., conducted raid on Swansboro and encounters at White Oak Creek and Big Northeast Swamp.

In August, 1864, was transferred with his brigade to reinforce the Army of the James at Bermuda Hundred, Va. In September, crossed the James River, commanding First Brigade, Second Division, Eighteenth Corps, and participated in the capture of Fort Harrison and the battles of Chapin's farm. Was designated as engineer in charge of the reconst uction of the fort, its supporting works and countermining, to protect the fort from being blown up by the enemy, who were then running a gallery from within their lines. In October took part in the repulse of the enemy to recapture Fort Harrison, and was assigned during the action to the temporary command of the garrison, consisting of Stanard's division, when that distinguished officer fell severely wounded. In November, upon the organization of the Twenty-fourth Army Corps, by the consolidation of the Tenth and Eighteenth Corps, he was assigned to the command of the Fourth Brigade, First Division, covering the right flank of the Army of the James in front of Richmond. He repulsed the enemy's attack on forts on Spring and Signal hills. Participated in attack on Battery Field and other minor operations.

*Military record of Joab N. Patterson in the United States Volunteer Army of the civil war, 1861–1865.*

Patterson, Joab Nelson. Born January 2, 1835, New Hampshire. Entered service from New Hampshire, first lieutenant, Second New Hampshire Infantry, June 5, 1861; captain May 23, 1862; lieutenant-colonel July 4, 1864; colonel June 22, 1865; brevet brigadier-general, volunteers March 13, 1865, for courage in battle and good conduct throughout the war; honorably mustered out December 19, 1865.

*Served as follows:* Enlisted as a private April, 1861, for three months. Company not mustered. Reenlisted for three years' service. Was continuously in the field with troops from date of entering service until final muster out. Regiment was assigned to First Brigade, General Hooker's division, Third Army Corps, and remained in that command in the Army of the Potomac until after the battle of Gettysburg, when the regiment was transferred to the Army of the James, Second Brigade, Second Division, Eighteenth Army Corps.

Was in the following battles: First Bull Run, July 21, 1861; Yorktown, April, 1862; Williamsburg, May 5, 1862; Fair Oaks, June 1, 1862; Oak Grove, June 25, 1862; White Oaks Swamp and Glendale, June 30, 1862; Malvern Hill, July 1, 1862; second Malvern Hill, August, 1862: Bristow Station and Kittle Run August 27, 1862; second Bull Run, August 29 and 30, 1862; Fredericksburg, December 13, 1862; Gettysburg, July 2, 1863; Proctors Creek and Drurys Bluff, May, 1864; Cold Harbor, June, 1864; Port Walthall, Petersburg mine explosion, and other engagements.

Entered Richmond April 3, 1865; commanded Third Brigade, First Division, Eighteenth Army Corps, after capture of Fort Harrison; commanded brigade after fall of Richmond; later commanded subdistrict of Northern Neck until mustered out of service.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 490.

# ADDITIONAL AIDS TO NAVIGATION.

Mr. NELSON presented the following

## CONFERENCE REPORT ON AIDS TO NAVIGATION.

JUNE 13, 1906.—Ordered to be printed.

The committee of conference on the disagreeing votes of the two Houses on the amendments of the Senate to the bill (H. R. 19432) to authorize additional aids to navigation in the Light-House Establishment, having met, after full and free conference have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its amendments numbered 7, 9, 10, 16, 17, 18.

That the House recede from its disagreement to the amendments of the Senate numbered 2, 3, 4, 5, 6, 11, 12, 13, 15, and agree to the same.

Amendment numbered 1:

That the House recede from its disagreement to the amendment of the Senate numbered 1, and agree to the same with an amendment as follows:

In the first line of the language proposed strike out the words "light-ship" and insert in lieu thereof the words *light vessel;* and the Senate agree to the same.

Amendment numbered 8:

That the House recede from its disagreement to the amendment of the Senate numbered 8, and agree to the same with an amendment as follows:

In next to the last line of the language proposed strike out the words "to construct" and insert in lieu thereof the words: *toward constructing;* and the Senate agree to the same.

Amendment numbered 14:

That the House recede from its disagreement to the amendment of the Senate numbered 14, and agree to the same with an amendment as follows:

In lieu of the language proposed insert the following: *Range lights, Superior pierhead, Lake Superior, Wisconsin, at a cost not to exceed twenty thousand dollars;* and the Senate agree to the same.



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Amendment numbered 19:

That the House recede from its disagreement to the amendment of the Senate numbered 19, and agree to the same with an amendment as follows:

In lieu of the language proposed insert the following: *A light and fog-signal station, Hinchinbrook entrance, Prince William Sound, Alaska, at a cost not to exceed one hundred and twenty-five thousand dollars;* and the Senate agree to the same.

KNUTE NELSON,
J. H. GALLINGER,
THOMAS S. MARTIN,
*Conferees on the part of the Senate.*

JAMES R. MANN,
F. C. STEVENS,
W. C. ADAMSON,
*Conferees on the part of the House.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 491.

# JAMES M. PRICE.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JAMES M. PRICE, SOLE HEIR AND LEGATEE OF THOMAS J. PRICE, DECEASED, AGAINST THE UNITED STATES.**

JUNE 14, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 13, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional case No. 11109. James M. Price, sole heir and legatee of Thomas J. Price, deceased *v.* The United States.]

STATEMENT OF CASE.

On February 5, 1902, the following bill was introduced in the United States Senate:

"A BILL for the relief of the estate of Thomas J. Price, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury of the United States not otherwise appropriated, to the estate of Thomas J. Price, deceased, late of Alcorn County, Mississippi, the sum of eleven thousand seven hundred and forty-five dollars, in full compensation for stores and supplies taken for the use of and used by the Federal forces during the late war of the rebellion."

Said bill was referred to this court on March 2, 1903, by resolution of the Senate, for findings of fact in accordance with the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 28th day of March, 1906.

Moyers & Consaul appeared for the claimant, and the Attorney-General, by John Q. Thompson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

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The claimant in his petition makes the following allegations:

That he is a citizen of the United States and a resident of the county of Walker, State of Alabama; that he is sole heir and legatee of Thomas J. Price, deceased, late of the county of Alcorn, State of Mississippi; that during said war the United States military forces, under proper authority, took from said decedent and converted to the use of the United States Government and Army, stores, supplies, and property of the kinds and values below stated, to wit:

| | |
|---|---|
| 400 bushels of corn, at $1 per bushel | $400.00 |
| 4 head of horses, at $125 | 500.00 |
| 6 head of mules, at $125 | 750.00 |
| 1 yoke of oxen | 75.00 |
| 4 milk cows and calves, at $20 | 80.00 |
| 6 head of dry cattle, at $5 | 30.00 |
| 20 head of hogs, at $15 | 300.00 |
| 2 wagons | 120.00 |
| 1 hack and harness | 110.00 |
| 1 buggy and harness | 50.00 |
| Use and occupation of dwelling for headquarters and hospital | 100.00 |
| Occupancy of farm for camps and general use | 100.00 |
| Timber and fencing taken | 250.00 |
| Damage to farm by loss of land in making breastworks | 1,500.00 |
| Damage to crops: 3,000 pounds cotton, at $1 | 3,000.00 |
| 600 bushels corn, at $1, $600; 172 bushels cotton seed, at 10 cents, $17.20; 2,000 pounds baled cotton, at $1, $2,000; 2,000 pounds seed cotton, at $1, $2,000 | 4,617.20 |
| 128 bushels cotton seed in baled cotton, at 10 cents | 12.80 |
| Total | 11,995.00 |

The court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the claimant's decedent, Thomas J. Price, was loyal to the Government of the United States during the war for the suppression of the rebellion.

II. During the war for the suppression of the rebellion the military forces of the United States, for the use of the Army, by proper authority, took from claimant's decedent, Thomas J. Price, in Alcorn County, Miss., property as above described, which was then and there reasonably worth the sum of six hundred and sixty-five dollars ($665), for which no payment appears to have been made.

BY THE COURT.

Filed April 2, 1906.
A true copy.
Test this 13th day of June, 1906.
[SEAL.]

JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 492.

# SUEZ CANAL DATA.

Mr. MORGAN presented the following

## LETTER FROM MR. GEORGE W. DAVIS, GIVING CERTAIN DATA RELATING TO THE SUEZ CANAL.

JUNE 15, 1906.—Ordered to be printed.

WASHINGTON, D. C., *June 14, 1906.*

MY DEAR SENATOR: Replying to your favor of yesterday, I give you the following data respecting the Suez Canal:

The original capital of the company, issued before 1870, was 400,000 shares, at 500 francs each; but these securities do not answer to our definition either of stocks or bonds, as they partake of the character of both. Under the terms of issue there was a condition that the shares could be redeemed in certain proportions at stated periods and that when redeemed they should be no longer an interest-bearing security, but should continue to constitute an asset to the original owner of the shares to the extent that he should participate in all surplus benefits earned by the company; but the interest provided by the statute—5 per cent—stopped when the bond should be called for redemption.

On the 31st of December, 1904, there were 385,460 of these shares still outstanding, and they continued to enjoy participation in the surplus benefits or profits of the company. But the interest on the residue of these bonds had ceased; that is to say, on 14,600 shares. The other outstanding securities of the Suez Canal Company are bond issues, as follows: First, an issue of 400,000 shares, at 85 francs, put out in order to take up unpaid coupons on the original issue, this being really to make good a deficit arising in the earlier years of the operation of the company, when its revenues were small. These bonds were entitled to 5 per cent interest, and the value of those still unredeemed and outstanding is 32,919,310 francs. Of the loan of 1867–68, which was in 300-francs share, there was still outstanding on the date above specified 53,160,600 francs. In 1871 a further issue of 100-franc shares was made, of which are yet unpaid 1,678,000 francs. A further loan was made in 1800 at 3 per cent, of which 24,575,770 francs remained unpaid at the end of 1904.

In 1887 there was a still further loan negotiated at 3 per cent, the aggregate of which still remaining unredeemed is 97,362,450 francs. The aggregate of all these issues, stock and bonds, came to the total of 402,296,130 francs, or $80,500,000. This is all of the capital stock

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of the Suez Canal Company, except that there remains an obligation resting on the company to pay 10 per cent of their surplus profits to the original founders, constituting all those who formed the original company that Mr. De Lesseps exploited. These founders' interests are divided into 100,000, and each now receives about one-half as much annually as the owners of each original share received.

The only reserve of which I can get any trace, maintained by the Suez Canal Company, is one of $5,000,000, which is required by the statute to be maintained so as to equalize profits and losses and to provide for emergencies. There is another fund of small amount maintained as a pension and retirement fund, disbursed for the benefit of employees of long standing and of recognized merit. But the aggregate of this fund is not a large one.

The last quotation for Suez Canal stock that I have seen is for May, 1906, when it was quoted at the Bourse as 4,515 francs. As the par value of the share is 500 francs, you can readily see that these securities are at 900 per cent premium.

The dividend paid last year on the original shares was a net of 141 francs per share. This included the 25 francs (5 per cent interest) referred to above as having ceased on certain of the shares of the original stock that had been called in and redeemed. The per cent of dividend was therefore about 28. The tonnage passing the Suez Canal last year was 13,000,000 net tons, and the toll rate was 7¾ francs per ton.

Under the terms of the concession, which extended for ninety-nine years from the date of completion of the canal—1869—all the securities will have been retired and canceled on maturity, and amortization provisions are arranged to that end.

The Government of England paid almost exactly £4,000,000 for the shares bought by Beaconsfield from the Khedive. The dividend on these shares last year for the benefit of the British Government was £933,000.

The authorities, for the information contained in the above, are: L'Économiste, a French publication with which you are no doubt familiar; the Statist, an English publication devoted to statistical matters; also a recently published work on the Suez Canal, by J. Charles-Roux, entitled "L'Isthme et le Canal de Suez," Paris, 1901, and The Stock Exchange Official Intelligence for 1905.

Hoping the above will meet your necessity, I remain, as ever,

Yours, sincerely,

GEO. W. DAVIS.

Hon. JOHN T. MORGAN,
*Capitol, Washington, D. C.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 493.

# LEPROSY HOSPITAL, HAWAII.

## LETTER

FROM

## THE ACTING SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE SURGEON-GENERAL OF THE PUBLIC HEALTH AND MARINE-HOSPITAL SERVICE SUBMITTING AN AMENDMENT TO THE ITEM IN THE SUNDRY CIVIL APPROPRIATION BILL FOR THE LEPROSY HOSPITAL, HAWAII.**

JUNE 19, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 18, 1906.*

SIR: I have the honor to transmit herewith for the favorable consideration of Congress copy of a communication from the Surgeon-General of the Public Health and Marine-Hospital Service of the 13th instant, submitting an amendment to the item in the sundry civil bill for leprosy hospital, Hawaii, as follows:

And the Secretary of the Treasury is hereby authorized and directed to expend from the appropriation of one hundred thousand dollars provided for in section five of said act, such an amount as may be necessary to construct a road from the hospital station at Kalawao to the landing site at Waikolu, Molokai; and he is further authorized to construct a landing stage on the landing site at Waikolu, including the necessary appliances for landing supplies.

Respectfully,

C. H. KEEP,
*Acting Secretary.*

The PRESIDENT OF THE SENATE.

TREASURY DEPARTMENT,
PUBLIC HEALTH AND MARINE-HOSPITAL SERVICE,
*Washington, June 13, 1906.*

SIR: In accordance with the act of Congress approved March 3, 1905, entitled "An act to provide for the investigation of leprosy, with special reference to the care and treatment of lepers in Hawaii," an area

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of land was selected at Kalawao, Molokai, for a hospital site. At the same time a small area of ground located at Waikolu Point, 1 mile distant from the hospital site, was selected for use as a landing place. This was done for the reason that the only available landing place at present is located at Kalaupapa, 2½ miles distant from the station site, and landing there during the greater part of the year is attended with difficulty and is not without danger.

The areas of land selected, together with the exclusive right of way upon and over the public road or trail connecting them, were granted to the United States by proclamation of the governor of the Territory of Hawaii, June 28, 1905. The trail connecting Waikolu Point with the hospital site is at present practicable only for horses and pack mules.

It is believed that if this landing site could be improved by the erection of a platform, together with the necessary appliances for landing supplies, and the trail could be made practicable for wagons, it would provide a good and safe landing at all times, a provision that is of the first importance in the establishment of the station. These improvements can be made at an approximate cost of $5,000, and if bids for the same are taken in connection with the erection of the buildings, it is believed that the cost of the latter would be materially reduced and that the work would be facilitated thereby.

I have therefore the honor to request that the Senate Committee on Appropriations be asked to insert after the word "seven," line 25, page 34 of sundry civil bill (H. R. 19844) the following:

And the Secretary of the Treasury is hereby authorized and directed to expend from the appropriation of one hundred thousand dollars provided for in section 5 of said act, such an amount as may be necessary to construct a road from the hospital station at Kalawao to the landing site at Waikolu, Molokai; and he is further authorized to construct a landing stage on the landing site at Waikolu, including the necessary appliances for landing supplies.

Respectfully,

WALTER WYMAN,
*Surgeon-General.*

The SECRETARY OF THE TREASURY.

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 494.

# HYGIENIC LABORATORY, WASHINGTON, D. C.

## LETTER

FROM

## THE ACTING SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE SURGEON-GENERAL OF THE PUBLIC HEALTH AND MARINE-HOSPITAL SERVICE SUBMITTING AN ESTIMATE OF APPROPRIATION FOR INCLUSION IN THE SUNDRY CIVIL APPROPRIATION BILL.**

JUNE 19, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF SECRETARY,
*Washington June 18, 1906.*

SIR: I have the honor to transmit herewith, for the favorable consideration of Congress, copy of a communication from the Surgeon-General Public Health and Marine-Hospital Service, of the 15th instant, submitting an estimate of appropriation for inclusion in the sundry civil appropriation bill, as follows:

Hygienic Laboratory, Washington, D. C.—
For improvement to the grounds of the Hygienic Laboratory, Washington, D. C..... $15,000

Respectfully,

C. H. KEEP, *Acting Secretary.*

The PRESIDENT OF THE SENATE.

TREASURY DEPARTMENT,
PUBLIC HEALTH AND MARINE-HOSPITAL SERVICE,
*Washington, June 15, 1906.*

SIR: I have the honor to state that the grounds of the Hygienic Laboratory are in bad condition and that certain improvements are necessary, consisting of grading and repairs to the retaining wall, fence, and roadway.

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The grounds present a sorry contrast to those of the adjoining reservation, occupied by the Naval Museum of Hygiene and Naval Medical School. The two reservations combined constitute a public reservation of considerable extent and unusual prominence, situated as they are upon the summit of one of the most commanding hills in the District and in a section of the city which is rapidly developing.

It would, therefore, seem to be a public duty to place these grounds in a sightly condition, corresponding to those of the naval reservation. No grading to any extent has been done since the construction of the new building. The fence is dilapidated, and there are no pavements leading up to the building. The steps in use at the present time are temporary in character.

In accordance with the request contained in my letter of April 26, 1906, the Supervising Architect of the Treasury made an examination of these grounds and estimated that $15,000 would be necessary to place them in proper condition.

In my letter to you of May 31, 1906, I suggested that this sum might be available from the regular appropriation for this Service, and the matter was referred by you to the Comptroller. I beg leave to refer to your indorsement on his opinion, in which you suggested that the best way to obtain funds for improvements at the hygienic laboratory would be to secure an appropriation by Congress.

I would therefore request that this communication be sent to the Appropriations Committee of the Senate, requesting that there be inserted the following item in the sundry civil bill (H. R. 19844), namely:

For improvements to the grounds of the hygienic laboratory, Washington, District of Columbia, fifteen thousand dollars.

Respectfully,

WALTER WYMAN,
*Surgeon-General.*

The SECRETARY OF THE TREASURY.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 495.

# TWO BRIDGES, CHICKAMAUGA PARK.

## LETTER

FROM

## THE SECRETARY OF WAR,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE CHAIRMAN OF THE CHICKAMAUGA AND CHATTANOOGA NATIONAL PARK COMMISSION SETTING FORTH THE NECESSITY FOR THE IMMEDIATE RECONSTRUCTION OF TWO BRIDGES, AND RECOMMENDING ADDITIONAL APPROPRIATION IN THE SUNDRY CIVIL APPROPRIATION BILL.**

JUNE 19, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

WAR DEPARTMENT,
*Washington, June 18, 1906.*

SIR: I have the honor to submit, for the consideration of the Senate, the accompanying letter from the chairman of the Chickamauga and Chattanooga National Park Commission, setting forth the necessity for the immediate reconstruction of two bridges, one being within the approaches to and the other on the eastern boundary of the park, involving an increase of $6,000 in the appropriation contained in the pending sundry civil bill for the maintenance of the park during the ensuing fiscal year.

The chairman submits the following clauses of proposed legislation to accomplish these objects, and in view of his earnest representations as to the necessity for this work I beg to heartily recommend this additional appropriation, viz:

For a reenforced concrete bridge over Pea Vine Creek, Georgia, on the road from Reed's bridge to Ringgold, four thousand five hundred dollars.

For the partial reconstruction of the Alexander bridge over the Chickamauga River on the eastern boundary of the Chickamauga Park, one thousand five hundred dollars.

Very respectfully,

WM. H. TAFT,
*Secretary of War.*

THE PRESIDENT UNITED STATES SENATE.

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WAR DEPARTMENT,
CHICKAMAUGA AND CHATTANOOGA
NATIONAL PARK COMMISSION,
*Washington, June 7, 1906.*

SIR: Your attention is respectfully called to the fact that the Pea Vine Creek bridge, over Pea Vine Creek and on the road from Reed's bridge, on the Chickamauga, to Ringgold, is in immediate need of reconstruction. This bridge is on the road made one of the park approaches by act of Congress approved August 19, 1890. It is a very old wooden structure in the last stages of decay, and we propose to replace it by a reenforced concrete bridge.

There is also in need of immediate partial reconstruction what is known as the Alexander bridge over the Chickamauga River on the eastern boundary of the park.

Our estimate of the cost of proper bridges is $4,500 for the Pea Vine Creek bridge and $1,500 for the Alexander bridge. We have not the necessary funds to reconstruct these bridges, nor are they provided for in the sundry civil bill as reported by the Committee of Appropriations of the House of Representatives for the coming fiscal year, and therefore suggest a proper amendment to the sundry civil bill to be presented in the Senate.

Very respectfully,

E. A. CARMAN,
*Chairman of Commission.*

The SECRETARY OF WAR.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 496.

# TAXATION OF STREET RAILWAYS.

Mr. GALLINGER presented the following

## STATEMENT RELATING TO TAXATION OF STREET RAILWAYS IN THE DISTRICT OF COLUMBIA.

JUNE 19, 1906.—Ordered to be printed.

*Statement showing percentage of taxes to gross receipts paid by street railway companies in the District of Columbia for the year 1905, compiled from Report No. 3792, to accompany Senate bill 43.*

| | Gross receipts, 1905. | Taxes for year 1905. | Per cent. |
|---|---|---|---|
| Washington Rwy. and Electric Co. and subsidiary railway companies | $1,810,744.88 | $104,795.99 | 5.79 |
| Capital Traction Co | 1,500,956.59 | 79,001.06 | 5.26 |
| Washington, Alexandria and Mount Vernon Rwy | 28,297.59 | 1,131.90 | 4.00 |
| Total | 3,339,998.51 | 184,928.95 | 5.54 |

JUNE 6, 1906.

*Statement showing percentage of taxes to gross receipts payable by street railway companies in the District of Columbia for the year 1905 under proposed law imposing additional tax of 12 per cent on net earnings, compiled from Report No. 3792, to accompany Senate bill 43.*

| | Gross receipts, 1905. | Taxes for year 1905. | Per cent. |
|---|---|---|---|
| Washington Rwy. and Electric Co. and subsidiary railway companies | $1,810,744.33 | $222,019.61 | 12.26 |
| Capital Traction Co | 1,500,956.59 | 196,630.37 | 13.10 |
| Washington, Alexandria and Mount Vernon Rwy | 28,297.59 | a1,131.90 | 4.00 |
| Total | 3,339,998.51 | 419,781.88 | 12.57 |

a Does not include 12 per cent tax on net earnings.

JUNE 7, 1906.

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*List of States in which the percentage of taxes to gross receipts is higher than in the District of Columbia.*

| | Per cent. | | Per cent. |
|---|---|---|---|
| Maryland | 8.21 | Kentucky | 6.06 |
| Louisiana | 6.88 | Missouri | 6.06 |
| Massachusetts | 6.81 | Connecticut | 6.00 |
| Pennsylvania | 6.08 | Illinois | 5.94 |
| Tennessee | 6.08 | New York | 5.63 |

*List of States in which the percentage of taxes to gross income is lower than in the District of Columbia.*

| | Per cent. | | Per cent. |
|---|---|---|---|
| Arizona, District of Columbia, Idaho, and New Mexico, combined | 5.34 | Delaware | 2.79 |
| New Jersey | 5.28 | West Virginia | 2.54 |
| California | 4.97 | Alabama | 2.47 |
| Indiana | 4.86 | Nebraska | 2.46 |
| Rhode Island | 4.75 | North Carolina | 2.44 |
| Georgia | 4.67 | Colorado | 2.42 |
| Wisconsin | 3.82 | Texas | 2.37 |
| Ohio | 3.62 | Florida | 2.35 |
| Minnesota | 3.52 | Kansas | 2.27 |
| Michigan | 3.50 | Iowa | 2.25 |
| South Carolina | 3.23 | Arkansas | 1.94 |
| Washington | 3.08 | Maine | 1.89 |
| Utah | 2.85 | Vermont | 1.78 |
| Montana | 2.84 | Mississippi | 1.74 |
| Virginia | 2.81 | Oregon | 1.69 |
| | | New Hampshire | 1.29 |

JUNE 6, 1906.

*Statement showing percentage of taxes to gross receipts, for street and interurban railways in the United States, compiled from special report of the Census Office on street and electric railways, 1902.*

| State. | Gross income. | Total taxes. | Percentage of taxes to gross income. |
|---|---|---|---|
| Alabama | $1,497,351 | $37,047 | 2.47 |
| Arkansas | 371,560 | 7,213 | 1.94 |
| California | 9,967,838 | 495,179 | 4.97 |
| Colorado | 2,227,760 | 78,264 | 2.42 |
| Connecticut | 4,355,775 | 261,445 | 6.00 |
| Delaware | 500,559 | 13,973 | 2.79 |
| Florida | 529,743 | 12,439 | 2.35 |
| Georgia | 2,375,224 | 110,846 | 4.67 |
| Illinois | 25,029,257 | 1,488,359 | 5.94 |
| Indiana | 3,813,076 | 185,014 | 4.86 |
| Iowa | 2,408,834 | 54,115 | 2.25 |
| Kansas | 370,481 | 8,401 | 2.27 |
| Kentucky | 2,933,800 | 177,775 | 6.06 |
| Louisiana | 2,910,244 | 200,156 | 6.88 |
| Maine | 1,571,562 | 29,704 | 1.89 |
| Maryland | 4,898,627 | 402,228 | 8.21 |
| Massachusetts | 23,633,410 | 1,610,341 | 6.81 |
| Michigan | 6,521,173 | 228,538 | 3.50 |
| Minnesota | 3,727,648 | 131,128 | 3.52 |
| Mississippi | 258,654 | 4,501 | 1.74 |
| Missouri | 10,734,692 | 646,682 | 6.06 |
| Montana | 492,028 | 13,975 | 2.84 |
| Nebraska | 1,148,994 | 28,252 | 2.46 |
| New Hampshire | 604,131 | 7,822 | 1.29 |
| New Jersey | 8,176,928 | 431,912 | 5.28 |
| New York | 60,881,780 | 3,428,451 | 5.63 |
| North Carolina | 442,467 | 10,791 | 2.44 |

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*Statement showing percentage of taxes to gross receipts, for street and interurban railways in the United States, etc.*—Continued.

| State. | Gross income. | Total taxes. | Percentage of taxes to gross income. |
|---|---|---|---|
| Ohio | $16,599,851 | $601,142 | 3.62 |
| Oregon | 1,042,895 | 17,622 | 1.69 |
| Pennsylvania | 30,357,727 | 1,844,880 | 6.08 |
| Rhode Island | 2,964,260 | 140,814 | 4.75 |
| South Carolina | 653,736 | 21,109 | 3.23 |
| Tennessee | 1,866,835 | 113,573 | 6.08 |
| Texas | 1,547,846 | 36,919 | 2.37 |
| Utah | 586,611 | 16,702 | 2.85 |
| Vermont | 249,228 | 4,427 | 1.78 |
| Virginia | 1,667,022 | 46,845 | 2.81 |
| Washington | 2,542,906 | 78,289 | 3.08 |
| West Virginia | 1,102,171 | 28,030 | 2.54 |
| Wisconsin | 3,923,384 | 150,059 | 3.82 |
| All other States and Territories | 3,021,063 | 161,418 | 5.34 |
| All States | 250,504,627 | 13,866,335 | 5.34 |

NOTE.—Gross income is the sum of gross earnings from operation (Table No. 37), and income from other sources (Table No. 37). Total taxes is the sum of taxes, operating companies (Table No. 38), and taxes, nonoperating companies (Table No. 39).

JUNE 5, 1906.

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*Statement showing percentage of taxes to gross receipts for electric lighting companies in the United States, compiled from special report of the Census Office on central electric light and power stations, 1902.*

| State. | Gross income. | Total taxes. | Percentage of taxes to gross income. |
|---|---|---|---|
| Alabama | $340,289 | $6,970 | 2.05 |
| Arizona | 293,066 | 6,344 | 2.16 |
| Arkansas | 382,278 | 6,350 | 1.66 |
| California | 4,937,444 | 124,284 | 2.52 |
| Colorado | 1,646,979 | 70,765 | 4.30 |
| Connecticut | 1,278,613 | 26,099 | 2.05 |
| Florida | 191,637 | 4,206 | 2.19 |
| Georgia | 225,795 | 6,261 | 2.77 |
| Idaho | 186,554 | 5,045 | 2.70 |
| Illinois | 5,578,012 | 152,076 | 2.73 |
| Indiana | 1,604,099 | 55,425 | 3.46 |
| Indian Territory | 94,346 | 1,115 | 1.18 |
| Iowa | 1,297,589 | 29,614 | 2.28 |
| Kansas | 588,138 | 16,997 | 2.89 |
| Kentucky | 787,700 | 17,040 | 2.16 |
| Louisiana | 894,240 | 35,355 | 3.95 |
| Maine | 678,250 | 18,402 | 2.71 |
| Maryland | 928,062 | 26,477 | 2.85 |
| Massachusetts | 6,070,643 | 296,444 | 4.88 |
| Michigan | 1,855,714 | 54,580 | 2.94 |
| Minnesota | 1,448,084 | 40,991 | 2.83 |
| Mississippi | 245,788 | 5,762 | 2.34 |
| Missouri | 2,121,604 | 79,161 | 3.73 |
| Montana | 1,009,763 | 28,996 | 2.87 |
| Nebraska | 540,859 | 16,322 | 3.02 |
| Nevada | 44,549 | 1,550 | 3.48 |
| New Hampshire | 829,072 | 23,621 | 2.85 |
| New Jersey | 3,378,651 | 121,131 | 3.58 |
| New Mexico | 135,307 | 2,787 | 2.06 |
| New York | 16,631,802 | 719,669 | 4.33 |
| North Carolina | 154,407 | 3,112 | 2.02 |
| North Dakota | 143,205 | 4,157 | 2.90 |
| Ohio | 3,729,339 | 99,936 | 2.68 |
| Oklahoma | 171,179 | 2,250 | 1.31 |
| Oregon | 670,262 | 20,080 | 2.99 |
| Pennsylvania | 9,057,503 | 294,181 | 3.25 |
| Rhode Island | 1,017,630 | 56,675 | 5.57 |
| South Carolina | 335,219 | 8,018 | 2.37 |
| South Dakota | 179,114 | 4,073 | 2.27 |
| Tennessee | 828,189 | 26,420 | 3.19 |

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*Statement showing percentage of taxes to gross receipts for electric lighting companies in the United States, etc.*—Continued.

| State. | Gross income. | Total taxes. | Percentage of taxes to gross income. |
|---|---|---|---|
| Texas | $1,957,568 | $37,607 | 1.95 |
| Utah | 711,483 | 18,882 | 2.65 |
| Vermont | 433,392 | 8,392 | 1.94 |
| Virginia | 154,806 | 2,873 | 1.86 |
| Washington | 635,443 | 14,566 | 2.29 |
| West Virginia | 265,276 | 4,607 | 1.74 |
| Wisconsin | 1,166,533 | 34,515 | 2.96 |
| Wyoming | 159,216 | 3,439 | 2.17 |
| All other States | 722,809 | 11,263 | 1.56 |
| All States | 78,735,500 | 2,654,885 | 3.37 |

NOTE.—Gross income is from Table No. 67, and total taxes is from Table No. 72.

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*Statement showing percentage of taxes to gross receipts paid by electric lighting companies within the District of Columbia for the year 1905, compiled from Report No. 5792, to accompany Senate bill 43.*

Potomac Electric Power Company:

| | |
|---|---|
| Gross receipts, 1905 | $663,558.83 |
| Taxes for year 1905 | $34,590.92 |
| Per cent | 5.21 |

---

*Statement showing percentage of taxes to gross receipts payable by electric lighting companies within the District of Columbia for the year 1905, under proposed law imposing additional tax of 12 per cent on net earnings, compiled from Report No. 5792, to accompany Senate bill 43.*

Potomac Electric Power Company:

| | |
|---|---|
| Gross receipts, 1905 | $663,558.83 |
| Taxes for year 1905 | $93,759.78 |
| Per cent | 14.1 |

JUNE 8, 1906.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 497.

# CONTINUATION OF EMERGENCY APPROPRIATION FOR POSTAL SERVICE, CALIFORNIA.

## LETTER

FROM

# THE POSTMASTER-GENERAL,

RECOMMENDING

**THAT THE BALANCE OF THE APPROPRIATION MADE UNDER THE ACT OF MAY 3, 1906, TO MEET EMERGENCIES IN THE POSTAL SERVICE IN THE STATE OF CALIFORNIA, OCCASIONED BY EARTHQUAKE AND FIRE, AVAILABLE UNTIL JUNE 30, 1906, BE MADE AVAILABLE FOR THE NEXT FISCAL YEAR, AS IT IS NOT BELIEVED THAT THIS SPECIAL SERVICE CAN BE DISCONTINUED AT THE CLOSE OF THE FISCAL YEAR.**

JUNE 21, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

OFFICE OF THE POSTMASTER-GENERAL,
*Washington, D. C., June 18, 1906.*

SIR: The act of May 3, 1906 (No. 145), provides an appropriation of $70,000 to meet emergencies in the postal service in the State of California occasioned by earthquake and fire, available until June 30, 1906. Expenditures have been authorized to the present date, chargeable to this appropriation, aggregating $15,480.98—$11,298.98 in the Office of the First Assistant Postmaster-General and $4,182 in the Office of the Second Assistant Postmaster-General. It is not believed that the special service established under this appropriation can be discontinued at the close of the fiscal year, and it is therefore recommended that the balance of the appropriation be made available for the next fiscal year.

Respectfully,

GEO. B. CORTELYOU.
*Postmaster-General.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 498.

# IRON SHUTTERS FOR GOVERNMENT PRINTING OFFICE BUILDING.

## LETTER

FROM

## THE ACTING SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE PUBLIC PRINTER SUBMITTING AN ESTIMATE OF APPROPRIATION FOR INCLUSION IN THE SUNDRY CIVIL BILL.**

JUNE 21, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 20, 1906.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Public Printer, of the 19th instant, submitting an estimate of appropriation for inclusion in the sundry civil bill as follows:

For erecting iron shutters on the Jackson alley side of the new Government Printing Office, $12,000, or so much thereof as may be necessary.

Respectfully,

C. H. KEEP,
*Acting Secretary.*

The PRESIDENT OF THE SENATE.

GOVERNMENT PRINTING OFFICE,
OFFICE OF THE PUBLIC PRINTER,
*Washington, D. C., June 19, 1906.*

SIR: I have the honor to request that you will submit to the Senate, for the purpose of having incorporated in the sundry civil bill, an item of $12,000 for iron shutters for the new Government Printing Office building.

These shutters are urgently needed for protection should a fire occur in the adjoining property.

Respectfully,

CHAS. A. STILLINGS,
*Public Printer.*

Hon. LESLIE M. SHAW,
*Secretary of the Treasury.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 500.

# POST-OFFICE APPROPRIATION BILL.

Mr. PENROSE presented the following

**CONFERENCE REPORT ON BILL (H. R. 16953) MAKING APPROPRIATIONS FOR THE SERVICE OF THE POST-OFFICE DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 1907.**

JUNE 22, 1906.—Ordered to be printed.

The committee of conference on the disagreeing votes of the two Houses on the amendments of the Senate to the bill (H. R. 16953), making appropriations for the service of the Post-Office Department for the fiscal year ending June 30, 1907, and for other purposes, having met, after full and free conference have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its amendments numbered 2, 13, 27, 28, 39, 40, 41, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 67, 68, 70, 71, 72, 73, 76, 77, 79, and 80.

That the House recede from its disagreement to the amendments of the Senate numbered 1, 3, 4, 5, 6, 7, 8, 11, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 44, 45, 46, 47, 48, 66, 69, 74, 75, and 82; and agree to the same.

Amendment numbered 9:

That the House recede from its disagreement to the amendment of the Senate numbered 9, and agree to the same with an amendment as follows:

Strike out the word "thirty-five" and insert the word *seventy-two*; and the Senate agree to the same.

Amendment numbered 10:

That the House recede from its disagreement to the amendment of the Senate numbered 10, and agree to the same with an amendment as follows:

Strike out "five hundred and fifty-four thousand seven hundred and fifty" and insert *five hundred and ninety-nine thousand one hundred and fifty*; and the Senate agree to the same.

Amendment numbered 12:

That the House recede from its disagreement to the amendment of the Senate numbered 12, and agree to the same with an amendment as follows:

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Strike out the word "ninety-four" and insert the words *one hundred and forty-seven*; and the Senate agree to the same.

Amendment numbered 14:

That the House recede from its disagreement to the amendment of the Senate numbered 14, and agree to the same with an amendment as follows:

Strike out the words "one hundred and five" and insert the word *ninety-five*; and the Senate agree to the same.

Amendment numbered 16:

That the House recede from its disagreement to the amendment of the Senate numbered 16, and agree to the same with an amendment as follows:

Strike out the word "eight" and insert the word *six*; and the Senate agree to the same.

Amendment numbered 42:

That the House recede from its disagreement to the amendment of the Senate numbered 42, and agree to the same with an amendment as follows:

Strike out the words "three hundred and seventy" and insert the words *two hundred and fifty*; and the Senate agree to the same.

Amendment numbered 43:

That the House recede from its disagreement to the amendment of the Senate numbered 43, and agree to the same with an amendment as follows:

Strike out the words "eight hundred and thirty" and insert the words *eight hundred*; and the Senate agree to the same.

Amendment numbered 50:

That the House recede from its disagreement to the amendment of the Senate numbered 50, and agree to the same with an amendment as follows:

In lieu of the matter inserted by said amendment insert the following: *That the Postmaster-General shall require all railroads carrying the mails under contract to comply with the terms of said contract as to time of arrival and departure of said mails, and it shall be his duty to impose and collect reasonable fines for delay when such delay is not caused by unavoidable accidents or conditions.*

Amendment numbered 51:

That the House recede from its disagreement to the amendment of the Senate numbered 51, and agree to the same with an amendment as follows:

In lieu of the matter inserted by said amendment insert the following: *For pay of freight or expressage on postal cards, stamped envelopes, newspaper wrappers, empty mail bags, furniture, equipment, and other supplies for the postal service, except postage stamps, two hundred and fifty thousand dollars. And the Postmaster-General shall require, when in freightable lots and whenever practicable, the withdrawal from the mails of all postal cards, stamped envelopes, newspaper wrappers, empty mail bags, furniture, equipment, and other supplies for the postal service, except postage stamps, in the respective weighing divisions of the country immediately preceding the weighing period in said divisions, and such postal*

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*cards, stamped envelopes, newspaper wrappers, empty mail bags, furniture, equipment, and other supplies for the postal service, except postage stamps, shall be transmitted by either freight or express*; and the Senate agree to the same.

Amendment numbered 63:

That the House recede from its disagreement to the amendment of the Senate numbered 63, and agree to the same with an amendment as follows:

Strike out the words "thirty thousand" and insert the words *twenty-seven thousand five hundred*; and the Senate agree to the same.

Amendment numbered 64:

That the House recede from its disagreement to the amendment of the Senate numbered 64, and agree to the same with an amendment as follows:

Strike out the words "thirty-two thousand five hundred" and insert the words *thirty thousand*; and the Senate agree to the same.

Amendment numbered 65:

That the House recede from its disagreement to the amendment of the Senate numbered 65, and agree to the same with an amendment as follows:

Strike out the words "seven hundred and ninety-three thousand six hundred" and insert the words *eight hundred and seventy thousand*; and the Senate agree to the same.

Amendment numbered 78:

That the House recede from its disagreement to the amendment of the Senate numbered 78, and agree to the same with an amendment as follows;

Strike out of the amendment "exclusive of holidays and Sundays," and substitute for the proviso the following: *That in the discretion of the Postmaster-General the pay of any rural carrier on a water route, who furnishes his own power boat and is employed during the summer months, may be fixed at an amount not exceeding seven hundred and twenty dollars in any one calender year*; and the Senate agree to the same.

Amendment numbered 81:

That the House recede from its disagreement to the amendment of the Senate numbered 81, and agree to the same with an amendment as follows:

In lieu of the matter stricken out by said amendment insert the following: *That hereafter no article, package, or other matter, except postage stamps, stamped envelopes, newspaper wrappers, postal cards, and internal-revenue stamps, shall be admitted to the mails under a penalty privilege, unless such article, package, or other matter, except postage stamps, stamped envelopes, newspaper wrappers, postal cards, and internal-revenue stamps, would be entitled to admission to the mails under laws requiring payment of postage*; and the Senate agree to the same.

Amendment numbered 83:

That the House recede from its disagreement to the amendment of the Senate numbered 83, and agree to the same with an amendment as follows:

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Strike out the word "Committee" wherever it appears, and insert in lieu thereof the word *Commission*, and add at the end of said amendment the words "*out of any money in the Treasury not otherwise appropriated, to be paid out on the order of the chairman of the Joint Commission*; and the Senate agree to the same.

BOIES PENROSE,
J. P. DOLLIVER,
A. S. CLAY,
*Managers on the part of the Senate.*

JESSE OVERSTREET,
J. J. GARDNER,
JOHN A. MOON,
*Managers on the part of the House.*

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 501.

# HISTORY OF THE DELAWARE INDIANS.

Mr. CLAPP presented the following

## BRIEF HISTORY OF THE DELAWARE INDIANS.

JUNE 22, 1906.—Ordered to be printed.

## A BRIEF HISTORY OF THE DELAWARE INDIANS.[a]

By RICHARD C. ADAMS.

### INTRODUCTORY NOTE.

No nation or tribe of Indians, we may safely assume, has engaged the attention of the whites in this country to the same extent as the Delawares, the "grandfather" of the Algonquin tribes.

The Delawares have done less to impede and certainly more to aid the progress of the white man's work in settling and developing the North American Continent than any other Indians.

They were among the first people with whom the English, the Dutch, and the Swedes came in contact on the Atlantic coast three centuries or more ago.

Their friendly aid and hospitality, extended promptly to the newcomers from the Old World, furnished the first earnest good will and brotherly kindness that the red man felt for these white explorers—a brotherly kindness which, had it been reciprocated and cultivated, would have diminished very greatly the hardships involved in settling and peopling this vast new territory—would have saved a race of good, strong, kind, and honest people from cruel, premature extinction, and would have avoided the one bad blot upon the page of the white man's history in this country.

The kindness felt and shown by the Delawares toward the white man at the beginning of their intercourse has continued throughout these three hundred years or more, as is amply shown in the numerous historical accounts of the conduct of the Delawares in peace and in war,

[a] Superior-figure reference marks throughout history apply to notes in the Appendix, p. —.

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both before and since the formation of the Government of the United States.

It is of this Indian people that I venture now to offer a brief history covering the early legendary period, tracing their course from the time when as a mighty nation embracing many bands they owned and occupied that vast, magnificent territory extending along the Atlantic coast from Virginia to Massachusetts, and following them in their successive migrations and removals through western Pennsylvania, Ohio, Indiana, Missouri, Kansas, and finally dealing with them in their ultimate home within the Cherokee Nation in the Indian Territory.

So much has been written of the Delaware Indians in early times that a full and comprehensive history, gathered from the many sources in which it has been recorded, would necessarily be a large and exhaustive work. At this time, however, my effort is only to produce a brief and accurate sketch of the history of my people, at the time when the last bond uniting them in their tribal relations is being severed by the action of the General Government in segregating their lands, allotting them in severalty, and thereby rendering them in all respects citizens of the United States.

To the memory of my ancestor, Captain White Eyes, whose ambition it was that the Delawares and their confederated bands should be consolidated and become the fourteenth State in the Union, and to my Delaware brethren in the United States this sketch is affectionately dedicated.

R. C. A.

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## CHAPTER I.

From the traditions of the Delaware Indians we are led to believe that they originally came from some place in the far Northwest.[1]

They call themselves "Lenni Lenape," or original people, or men that are men. Most tribes call them "Grandfather," recognizing them as an older race, or the trunk race, from which other tribes sprung.[2] Heckewelder stated that Lenni means original, pure, and that Lenape signifies people; hence he interpreted the name as "original people."

The tribe was divided into three principal clans—the "Turtle," which is the oldest; the "Wolf," and the "Turkey." Each clan was entitled to a chief and a war chief. Over all the clans was a sachem (sah-kee-mun), who came from the Turtle clan. His office was hereditary.

The Delaware Indians did not depend solely upon the chase for subsistence, for they grew large fields of corn or maize, squash, beans, sweet potatoes, and tobacco. They manufactured a kind of pottery, dressed deerskins, and made beads or wampum, feather mantels and other ornaments, and used considerable native copper, which they hammered into ornaments or used for arrowheads and pipes. They also made stone pipes, bows, and arrowheads. The corn or maize was broken up in stone or wooden mortars, with stone or wooden pestles. Their implements of war were war clubs, tomahawks, bows and arrows, scalping knives, and spears. They often used a shield of thick, dried hide for defense. They used the bow and arrow and spear for killing

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fish and game. They caught fish with fishhooks made of bone and dried claws of birds, and also used brush nets.

They made use of paints and dyes, which they derived from both mineral and vegetable realms, to decorate themselves when going to war, or for picture writing, which was their means of keeping records of historical events or of communicating with each other.

They had their native priests or medicine men, and of those there were two classes—one who devoted themselves to divination and the other to healing of the sick. The medicine men would interpret dreams of others and of themselves, and claimed the power to dream truthfully of the future and of the absent. In their visions their guardian spirits visited them; they became, as they called it, "all light," and they "could see through men and know the thoughts of their hearts." At such times they were also instructed at what spots the hunters could successfully seek game.

To Heckewelder we are indebted for the following legends of their origin:

The Lenni Lenape (according to the tradition handed down to them by their ancestors) resided many hundred years ago in a very distant country in the western part of the American continent.[3] For some reason, which I do not find accounted for, they determined on migrating to the eastward, and accordingly set out together in a body. After a very long journey, and many nights' encampments by the way, they at length arrived on the Namoesi Sipu, where they fell in with the Mengwe, who had likewise emigrated from a distant country, and had struck upon this river somewhat higher up. There object was the same with that of the Delawares; they were proceeding on to the eastward, until they should find a country that pleased them. The spies which the Lenape had sent forward for the purpose of reconnoitering, had long before their arrival discovered that the country east of the Mississippi was inhabited by a very powerful nation, who had many large towns built on the great river flowing through their land. Those people (as I was told) called themselves Talligeou or Talligewi. Col. John Gibson, however, a gentleman who has a thorough knowledge of the Indians, and speaks several languages, is of opinion that they were not called Talligewi, but Alligewi. * * *

Many wonderful things are told of this famous people. They are said to have been remarkably tall and stout, and there is a tradition that there were giants among them, people of a much larger size than the tallest of the Lenape. It is related that they had built for themselves regular fortifications or entrenchments, from whence they would sally out, but were generally repulsed. * * *

When the Lenapes arrived on the banks of the Mississippi, they sent a message to the Alligewi to request permission to settle themselves in their neighborhood. This was refused them, but they obtained leave to pass through the country and seek a settlement farther to the eastward. They accordingly began to cross the Namaesi Sipu, when the Alligewi, seeing that their numbers were so very great, and in fact they consisted of many thousand, made a furious attack on those who had crossed, threatening them all with destruction if they dared to persist in coming over to their side of the river. * * *

Having united their forces, the Lenapes and Mengwe declared war against the Alligewi, and great battles were fought in which many warriors fell on both sides. The enemy fortified their large towns and erected fortifications, especially on large rivers near lakes, where they were successfully attacked and sometimes stormed by the allies. An engagement took place in which hundreds fell who were afterwards buried in holes or laid together in heaps and covered over with earth. No quarter was given, so that the Alligewi, at last, finding that their destruction was inevitable if they persisted in their obstinacy, abandoned the country to the conquerors, and fled down the Mississippi River, from whence they never returned. * * *

A French writer, Henri Ternaux Campans, says that the greater loss of people between the Mengwe and the Lenape fell on the latter, because the former had taken care, during the several battles that culminated in the final victory, not to appear until the moment of pillage arrived.

In the end the conquerors divided the country between themselves; the Mengwe made choice of the lands in the vicinity of the Great Lakes and on their tributary streams, and the Lenape took possession of the country to the south. For a long

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period of time—some say many hundred years—the two nations resided peaceably in this country, and increased very fast; some of their most enterprising huntsmen and warriors crossed the great swamps, and falling on streams running to the eastward, followed them down to the great Bay River, thence into the bay itself, which we call Chesapeake. As they pursued their travels, partly by land and partly by water, sometimes near and at other times on the great Salt-water Lake, as they call the sea, they discovered the great river, which we call the Delaware, and thence exploring still eastward, the Scheyichbi country, now named New Jersey, they arrived at another great stream, that which we call the Hudson or North River. * * *

At last they settled on the four great rivers (which we call the Delaware, Hudson, Susquehanna, Potomac), making the Delaware, to which they gave the name of "Lenape-wihittuck" (the river or stream of the Lenape), the center of their possessions.

They say, however, that the whole of their nation did not reach this country; that many remained behind, in order to aid and assist that great body of people which had not crossed the Namaesi Sipu, but had retreated into the interior of the country on the other side. * * *

Their nation finally became divided into three separate bodies. The larger body, which they suppose to have been one half the whole, was settled on the Atlantic and the other half was again divided into two parts, one of which, the strongest, as they suppose, remained beyond the Mississippi, and the remainder where they left them, on this side of that river.

Those of the Delawares who fixed their abodes on the shores of the Atlantic divided themselves into three tribes. Two of them, distinguished by the names of the Turtle and the Turkey, the former calling themselves Unami, and the other Unalachtigo, chose those grounds to settle on which lay nearest to the sea, between the coast and the high mountains. As they multiplied, their settlements extended from the Mohicanittuck (river of the Mohicans, which we call the North or Hudson River) to the Potomac. * * *

The third tribe, the Wolf, commonly called the Minsi, which we have corrupted into Monseys, had chosen to live back of the other two. * * * They extended their settlements from the Minisink, a place named after them, where they had their council seat and fire, quite up to the Hudson on the east, and to the west or southward far beyond the Susquehanna.

From the above three tribes, the Unami, Unalichtigo, and the Minsi, had, in the course of time, sprung many others, * * * the Mahicanni, or Mohicans, who spread themselves over all that country which now composes the Eastern States, * * * and the Nanticokes, who proceeded far to the South, in Maryland and Virginia.

Benjamin Smith Barton, in his book published in 1798, entitled "New Views of the Origin of the Tribes and Nations of America," says:

Of all the Indian nations which formerly inhabited, and do still inhabit, the countries of America, from the State of Massachusetts down to the Mississippi, and between the river Ohio and the lakes of Canada, none but the Delawares and the Five Nations had the right to call a general council. The Wyandots and Hurons might call them occasionally.

The Delawares appear to have been formerly the superiors of the other nations of North America that are comprehended within the limits which I have mentioned. Their traditional history, which is still extant, proves this assertion. But by the cunning of the Five Nations, who are perhaps the greatest politicians of all the North American Indians, they were allured into a war with the enemies of the Five Nations and finally were conquered.

After this stroke of policy, for the meanness of policy is not confined to civilized nations, the Delawares were told that their legs being now cut off they must wear the petticoat, become women, turn their hands to the raising of corn, etc., and leave the higher business of warring to the conquerors.[4]

However, in the year 1776 or 1777, when the Five Nations were using all their endeavors to bring all the Indian nations into the war against the United States, a Delaware chief, relying upon the faith and promises of our infant States, had the resolution to say to some of the chiefs of the Five Nations then assembled at Fort Pitt "that he well remembered that they had formerly cut off his legs and made a woman of him by putting a petticoat upon him and by other degrading marks, but that now his legs were grown again; that he had thrown away the petticoat and had put on the breechclout again," adding that "the land beyond the river Alleghany was his property."

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From this period the Delawares have again assumed considerable authority among the American tribes. The Five Nations, indeed, aspire to be the sovereigns of all other tribes, and for many years past have assumed the right of making war and of concluding peace, according as it best answered their purpose. They have also assumed the right of selling land to the whites. They wish to be looked upon by the other nations as their guardians, which it must be allowed they were for many years. But of late years matters have taken a different turn. The western nations have at length discovered the intentions of the artful confederacy and now go so far as to threaten them with destruction if they do not unite with them or fulfill the condition of the league.

The Delawares are at present at the head of this league, and, relying upon the fidelity of the nations who are combined with them, now give, in some measure, law to the Five Nations.

The Wyandots, being the guarantees of the Delawares, are under obligation to assist them when they shall become involved in war, and especially when they shall be in danger of losing their lands, for the Delawares have now no lands but what have been given to them by the Wyandots, who at the time the gift was made engaged to protect the former in the property of them against any invader. The league of association between the Delawares and Wyandots was formed in the year 1751.

The Chippewas, who are the second tribe mentioned in my list, evidently speak a dialect of the Delaware language. Of this nation I do not think it necessary to say anything further, as the reader will obtain ample information concerning them in Carver's Travels, a work which is in the hands of almost every person who is the least studious of the Indian affairs of this country. I do not know the meaning of the word Chippewa or Chippeway. The Chippewas formed a part of the hostile Indians who defeated General St. Clair on the 4th of November, 1791. We have cause to remember them. * * *

The vast spread of the language of the Delawares in North America is also evidenced by the Indian names of many of the waters, the mountains, and the valleys of the country. It is a fact that from the Atlantic to the Mississippi a large proportion of the rivers and creeks, in particular, are still best known by the names (or, rather, corruptions of the names) imposed upon them by the Delawares and their brethren. I shall fully illustrate this assertion in a map which is intended to be prefixed to my large work relative to this country. This is not the place to do it at length. I may observe, however, that Massachusetts, Connecticut, Monongahela, Allegheny, Muskingum, Savanna, and Mississippi itself are all Delaware words. I believe the same may be said of the Missouri. Ohio and Susquehanna are not Delaware words. * * *

But few of the Delaware nations have been stationary, and wherever we push our inquiries we discover traces of these nations and their languages. A nation called the Monsonies, and another called the Mattasins, are said to reside in the vicinity of Hudson Bay. Both of these nations are doubtless Delaware. Monsonies are the nation, or a part of them, whom we call Monsees; and the word Mattasin signifies in the language of the Monsees, a tobacco pipe; or, perhaps, rather the bowl of the pipe. In a letter to me dated February 26 of the present year, Mr. Heckewelder says, "Last summer, while at Muskingum, an Indian who visited us told us that some of the nation (Delawares) which had traveled not long since far up the Missouri River met with real Delawares, who spoke their language." I believe the Assinipoils, or Assiniboils, who reside beyond Lake Superior, speak a dialect of the Delaware language. The word Assinipoil is certainly a Delaware word. It signifies the standing rock. If, in the progress of future inquiries, it should be discovered that the tribes of the Delaware stock have not been more given to wandering than those of the other races I have mentioned, I am persuaded it will be completely ascertained that the dialects of the Delawares have a much more extensive range in North America than any other.

The Delaware Indians always held a thanksgiving dance during the full moon of each autumn. This dance lasted twelve days and nights, during which time they feasted and thanked the Great Spirit for maintenance and support.[5] At other times of the year they had other kinds of dances—the buffalo dance, the bread dance, the woman dance, the war dance, and other kinds.

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The Delaware Indians were nearly always kind to their prisoners. In the History of the Conspiracy of Pontiac, pages 507 and 508, we find the following:

The word prisoner, as applied to captives taken by the Indians, is a misnomer, and conveys a wholly false impression of their situation and treatment. When the vengeance of the conquerers is stated, when they have shot, stabbed, burned, or beaten to death enough to satisfy the shades of their departed relatives they usually treat those who survive their wrath with moderation and humanity, often adopting them to supply the place of lost brothers, husbands, or children, whose names are given to the successors thus substituted in their place. By a formal ceremony the white blood is washed from their veins, and they are regarded thenceforth as members of the tribe, faring equally with the rest in prosperity or adversity, in famine or abundance. When children are adopted in this manner by Indian women they nurture them with the same tenderness and indulgence which they extend, in a remarkable degree, to their own offspring, and such young women as will not marry an Indian husband are treated with a singular forbearance, in which superstition, natural temperament, and a sense of right and justice may all claim a share.

The captive, unless he excites suspicion by his conduct or exhibits peculiar contumacy, is left with no other restraint than his own free will. The warrior who captured him, or to whom he was assigned in the division of the spoil, sometimes claims, it is true, a certain right of property in him to the exclusion of others, but this claim is soon forgotten and seldom exercised to the inconvenience of the captive, who has no other prison than the earth, the air, and the forest. Five hundred miles of wilderness, beset with difficulty and danger, are the sole bars to his escape should he desire to effect it, but, strange as it may appear, this wish is apt to expire in his heart, and he often remains to the end of his life a contented denizen of the woods.

The Delawares always treated their women with respect and reverence, and even in council their voices were heard, and rarely were they forced to do anything against their wills.

In speaking of their character, it was the opinion of Father La Jeune, one of the most devoted of the earlier French missionaries, that, "in point of intellect," the American red man could be placed in a high rank. "The Indian," he said, "I can well compare to some of our own (French) villagers who are left without instruction. I have scarcely seen any person who has come from France to this country who does not acknowledge that the savages have more intellect or capacity than most of our peasantry." The French traveler, Charlevoix, was even more emphatic: "The beauty of their imagination," he says, "equals its vivacity, which appears in all their discourses. They are very quick at repartee, and their harangues are full of shining passages which would have been applauded at Rome or Athens. Their eloquence has a strength, nature, and pathos which no art can give and which Greeks admired in the barbarians."

George Catlin said of the Delawares:

The very sound of this name has carried terror wherever it has been heard in the Indian wilderness, and it has traveled and been known, as well as the people, over a great part of the continent. This tribe originally occupied a great part of the eastern border of Pennsylvania and a great part of the States of New Jersey and Delaware. No other tribe on the continent has been so much moved and jostled about by civilized invasions, and none have retreated so far or fought their ways so desperately, as they have honorably and bravely contended for every foot of the ground they have passed over. From the banks of the Delaware to the lovely Susquehanna, and my native valley, and to the base of and over the Allegheny Mountains to the Ohio River, to the Illinois and the Mississippi, and at last to the west of the Missouri, they have been moved by treaties after treaties with the Government, who have now assigned to the mere handful of them that are left a tract of land, as has been done a dozen times before, in fee simple forever.

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In every move the poor fellows have made they have been thrust, against their wills, from the graves of their fathers and their children, and planted as they now are (1845) on the borders of new enemies, where their first occupation has been to take up their weapons in self-defense and fight for the ground they have been planted on. There is no tribe, perhaps, amongst which greater and more continued exertions have been made for their conversion to Christianity, and that ever since the zealous efforts of the Moravian missionaries who first began with them, nor any amongst whom those pious and zealous efforts have been squandered more in vain—which has probably been owing to the bad faith with which they have so often and so continually been treated by white people, which has excited prejudices that have stood in the way of their mental improvement.

This scattered and reduced tribe, which once embraced some 10,000 or 15,000, numbers at this time but 800.

Even after the Delawares had become embittered and corrupted by the gross knavery of the whites (for example, the notorious "long walk") and the debasing influence of alcohol, such an authority as Gen. William H. Harrison could write these words:

A long and intimate knowledge of them (Delawares) in peace and war, as enemies and friends, has left upon my mind the most favorable impression of their character for bravery, generosity, and fidelity to their engagements.

One of the first explorers of the Delawares, Capt. Thomas Young (1634), describes them (the Delawares) as "very well proportioned, well featured, gentle, tractable, and docile."

Of their domestic affections Mr. Heckewelder, the candid and well-informed historian, writes:

I do not believe that there are any people on earth who are more attached to their relatives and offspring than these Indians (the Delawares) are.

In "An account of the conduct of the Society of Friends toward the Indian tribes," published in London in 1844, I find the following:

Amidst all the devastating incursions of the Indians in North America it is a remarkable fact that no friend who stood faithful to his principles in the disuse of all weapons of war, the cause of which was generally understood by the Indians, ever suffered molestation from them.

D. G. Brinton, a life-long student of the American Indians, and especially of the Leni Lenape, makes this significant statement:

The fact that for more than forty years after the founding of Penn's colony there was not a single murder committed on a settler by an Indian itself speaks volumes for their self-control and moral character. So far from provoking quarrels with the whites, they extended them friendly aid and comfort.

He instances the following example in support of this view, taken from the records of his own family:

My ancestor, William Brinton, arrived in the fall of 1684, and with his wife and children immediately took possession of a grant in the unbroken wilderness about 20 miles from Philadelphia. A severe winter set in; their food supply was exhausted, and they would probably have perished but for the assistance of some lodges of Lenape, who provided them with food and shelter. It is therefore a debt of gratitude which I owe to this nation to gather its legends, its language, and its memories, so that they—

In books recorded
May, like hoarded
Household words, no more depart.

The following is from George Catlin's North American Indians:

By nature they are discreet and modest, unassuming and inoffensive, and all history (which I could quote to the end of a volume) proves them to have been found friendly and hospitable on all parts of the American Continent. And from what I have seen (which I offer as proof, rather than what I have read) I am willing and proud to add, for the ages who are only to read of these people, my testimony to that

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which was given by the immortal Columbus, who wrote back to his royal master and mistress, from his first position on the new continent: "I swear to Your Majesties that there is not a better people in the world than these, more affectionate, affable, or mild. They love their neighbors as themselves, and they always speak smilingly."

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## Chapter II.

In the year 1623 a number of emigrants from Holland, under the guidance of Cornelius May, arrived on the Delaware. Having brought with them a stock of merchandise, as well as the means of defense, they sailed up the river as far as Gloucester Point, about 4 miles south of the spot where the city of Philadelphia now stands. At a short distance southeast of this point, on a very commanding position near the mouth of Timber Creek, May landed his forces and built Fort Nassau. May acted as the agent of the "West India Company," a Holland company. He was the first European who sailed up the river Delaware. It appears that the concern was not sufficiently profitable to induce the company to support it. Its object was trade, not colonization. In ten years after its establishment De Vries found it in the possession of the Indians.

Accrelius affirms that when the Swedes first arrived (in 1638) "the Dutch had no establishment on the Delaware."

Proud says that "the commodious situation of New York for the sea and trade induced the most of them (the Dutch) who were settled on the Delaware soon after to quit it, and fix their settlements on both sides of the North River, before any of the Swedes came to America." Campanius says "the Dutch also claimed a right to it (the country) because they had visited it before the Swedes and had erected three forts there, which had, however, been utterly destroyed by the Indians, and all who were therein murdered or driven away, so that they had abandoned it entirely when the Swedes came."

The foregoing statements are chiefly based upon a work published in 1846 by Benjamin Ferris, an apparently impartial and well-informed historian of the events of the early period of which he writes. There is no doubt but that the colony attempted to be planted by De Vries came to a melancholy end by reason of the indiscretions and injustices practiced by those left in charge of his settlement by De Vries during an absence in Europe. The members of the settlement were all destroyed.

David Peterson De Vries was a just man, and though he had greatly suffered in his property by the acts of the Indians, abhorred the cruelty practiced against them, and in the book published by him expresses his detestation of the inhumanity of the whites toward the aborigines. He has placed upon record in his book the following case of barbarity perpetrated by the Dutch at Pavonia, in New Jersey, nearly opposite to the city of New York, and also on the Raritan:

It was in the night of the 25th and 26th of February, 1643, that they executed these fine deeds. I remained that night at the governor's, and took a seat in the kitchen, near the fire. At midnight I heard loud shrieks. I went out to the parapets of the fort and looked out toward Pavonia. I saw nothing but the flash of the guns and heard nothing more of the yells and clamour of the Indians, who were butchered during their sleep. About day the soldiers returned to the fort, having murdered 80 Indians. And this was the feat worthy of the heroes of old Rome, to massacre a parcel of Indians in their sleep; to take the children from the breasts of

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their mothers, to butcher them in the presence of their parents, and throw their mangled bodies into the fire or water. Other sucklings had been fastened (by their mothers) to little boards (according to the Indian manner of nursing very young infants), and in this position they were cut to pieces. Some were thrown into the river, and when the parents rushed in to save them the soldiers prevented their landing, and let the parents and children go down together. Children 5 or 6 years old were murdered, and some aged, decrepit men cut to pieces. Those who escaped these horrors and found shelter in bushes and reeds, making in the morning their appearance to beg some food or to warm themselves, were killed in cold blood or thrown into the fire or water; some came running to us in the country, having their hands cut off; some had their arms and legs cut off; some who had their legs cut off were supporting their entrails with their arms; others were mangled in other horrid ways, in part too shocking to be conceived. After this exploit the soldiers were rewarded for their services and Director Kieft thanked them by taking them by the hand and congratulating them.[7]

From the time of Hudson's discoveries, in 1609, until 1637, a period of twenty-eight years, no successful effort to plant a colony on the Delaware had been made. The first attempt under May had failed by the voluntary removal of the emigrants to the North River and its vicinity. The second attempt, under De Vries, in 1631, failed by the indiscretion of his agent and the murder of his colonists. From the failure of De Vries until the arrival of the Swedes, in 1638, no effort was made to plant a colony or form a settlement on the shores of the Delaware.

William Usselinx, a distinguished merchant of Stockholm, was the first to propose to the Swedish Government a scheme for planting a colony in America. In the year 1624 he proposed to the Swedish monarch, Gustavus Adolphus, a plan for the organization of a trading company to extend its operations to Asia, Africa, America, and Tella Magellanica. His plan and contract were translated into the Swedish language. The King recommended it to the States, and an edict dated at Stockholm, July 2, 1626, was issued by royal authority, in which people of all ranks were invited to encourage the project. The plan was supported by the wealthy notables of the country. Ships and all necessaries were provided. The work was ripe for execution when the German war, and afterwards the King's death, prevented it and rendered the fair prospect fruitless. Campanius says: "It was in the reign of Gustavus that it was first visited and settled by the Swedes." It is owing to the preservation among the Dutch records at Albany of an official protest issued by Kieft, the governor of New Amsterdam, that we do certainly know the Swedes were here in the spring of 1638. Peter Minuet conducted to our shores the first Swedish colony. It is to be assumed that the building of a fort was their first undertaking after their landing.[8]

The Dutch undoubtedly preceded the Swedes by a temporary occupancy of the territory comprising New Sweden, but they came not as cultivators of the soil, but for trade merely with the natives, not as homeseekers with their families. They built forts as places of security for themselves and their merchandise and then abandoned them and the country and withdrew to New Amsterdam, and only revived and reasserted their sovereignty after the frugal and industrious Swede and his family had, by just, fair, and humane treatment, propitiated the Indian and secured his gratitude and friendship, and only after the Swede had proven the capability of the country for permanent settlement. Then the Dutch came with fleets and soldiers and proclamations of superior rights, and by threats and force of arms compelled the thrifty but peaceful Swede to surrender. I am unable to

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determine from the confused history of the period upon what grounds they asserted their claims of right; not by discovery certainly, nor by conquest, not by occupancy, for they had abandoned the country for years. The actual possession had been in the Indians for ages and ages and was still in the Indians themselves, excepting so much of the soil as they had by treaty solemnly ceded to the just-dealing Swede.

I can not read the histories of the conduct of the French, English, and Dutch during these struggles for supremacy, without the slightest regard for the rights of the natives, without amazement at their supreme selfishness.

From a History of the State of Delaware, by Francis Vincent, published in 1870, we find an account of the council held by the Delaware Indians about 1645, which was reported by Campanius. I am of the opinion that if we had the actual account of the council and the talks that were made it would appear entirely different from what is recorded here, but for the benefit of the readers I will give it as recorded by Campanius:

Although the following council of Indians might have been more appropriately introduced under the events of 1645, yet we relate them here, as illustrating the character of the Indians. As regards the place where the council was held, history does not inform us. Printz was governor of what is now our State at the time. It was called by the head sachem, Matta Horn,[a] to know whether the then inhabitants of Delaware, principally Swedes (though there were some Dutch) should be destroyed. The sachem calls his son, Agga Horn, and a dialogue occurs between them as follows:

"Father Matta Horn: Where are the Swedes and the Dutch?

"Son Agga Horn: Some of them are at Fort Christina, and some at New Gottenberg.

"Father: What do the Swedes and the Dutch say now?

"Son: They say, Why are the Indians so angry with us? Why do they say they will kill all of us Swedes, and root us out of the country? The Swedes are very good. They come in large, fast sailing ships, with all sorts of fine things from Swede's country, or old Sweden.

"Father: Go round to the other chiefs and to the common men and hear what they say.

"Son: They say you Indians and we (Swedes and Dutch and English) are in friendship with each other. We are good men. Come to us. We have a great deal of cloth, kettles, gunpowder, guns, and all that you may want to buy.

"Father: I understand. What do you say about this, Agga Horn, my son?

"Son: I say that I think it best not to fall upon them, because the Swedes are skilltul warriors.

"Father: My son, you must go about here and there, to our good friends, the officers, and common men, and engage them to come immediately here to me that we may consult together as to what we shall do.

"Son: It is well; I will go.

"Father: Do that, but don't be long away."

The son comes again and salutes his father.

"Son: My father, Matta Horn (that is), good-by, father, Matta Horn.

"Father: Yes, here I am, my dear son, Agga Horn.

"Son: Father, Matta Horn, I have done what you ordered me.

"Father: Well, my son, what answered the officers?

"Son: They answered that they would come here to us the day after to-morrow.

"Father: You, my son, Aggie Horn, may go with the men to shoot some deer in the woods. Perhaps the good gentlemen may be hungry when they come.

"Son: I understand that well; I will go immediately out hunting."

After being hunting he returns with venison.

"Father: Have you been hunting?

"Son: Yes; I have.

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[a] This sachem owned the territory on which the city of Wilmington is built. The grounds on which Fort Christina was built was purchased from him, and on that ground was his wigwam. He is sometimes called Matta Horn.

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"Father: What have you done?
"Son: We have killed two elks and as many deer as will be wanted.
"Father: Have you shot no turkeys?
"Son: I shall have also twelve turkeys.
"Father: Enough, enough."
The people are now assembled in council.
"Sachem: Are you here, good friends?
"Warriors: Yes; we are.
"Sachem: That is well, you are welcome. Sit down and rest.
"Warriors: With pleasure, for we are much tired.
"Sachem: Are you also hungry?
"Warriors. Yes; maybe we are hungry.
"Sachem: I know you have gone a great way, so you must be very hungry. We shall have meat presently.
"Warriors: That will do for us.
"Sachem: Here, you have to eat. Eat all, ye good friends.
"Warriors: Yes; we will do our best. Give us meat.
"Sa hem: Do you also want drink?
"Warriors: Yes; give us drink. This is sweet and good water. We are now well satisfied. Thanks. Thanks.
"Sachem's speech to the warriors: My good friends, all of you, don't take it amiss that my son has called you to this place. The Swedes dwell here upon our lands and they have many fortresses and houses for their habitation. But they have no goods to sell to us. We can find nothing in their stores that we want and we can not trade with them. The question is whether we shall go out and kill all the Swedes and destroy them altogether or whether we shall suffer them to remain? Therefore, I am glad that you came here, that we may consult together on this subject. You chiefs and warriors, what advice do you give? What shall we do with the Swedes? They have no cloth—red, blue, or brown. They have no kettles, no brass, no lead, no guns, no powder. They have nothing to sell us, but the English and Dutch have got all sorts of merchandise.
"Some of the chiefs answer: We are for the Swedes; we have nothing against them.
"Another chief answers: It would be well to kill all the Swedes, for they have nothing in their stores for which we can trade with them.
"The common warriors answer.
"A common warrior says: Wherefore should we kill all the Swedes and root them out of the country? They are in friendship with us. We have no complaint to make of them. Presently they will bring here a large ship full of all sorts of good things.
"Others answer: You talk well; we common warriors agree with you. Then we shall not kill all the Swedes and root them out of the country.
"Others reply: No; by no means, for the Swedes are good enough, and they will shortly have here a large ship full of all sorts of goods.
"The king's decision: Right so. We, native Indians, will love the Swedes and the Swedes shall be our good friends. We and the Swedes and the Dutch shall always trade with each other. We shall not make war upon them and destroy them. This is fixed and certain. Take care to obeerve it.
"The whole meeting answers:
"We all argree it shall be fixed and certain.
"Now, we are going home.
"Yes; farewell.
"Whither are you going?
"To our plantations.
"I understand.
"The maize is now fully ripe.
"Yes; it is certainly ripe.
"Now, then, fare ye well."

The most pleasant memories of the Delawares—of their early dealings with the whites—is that of the treaty made with William Penn under the spreading elm tree at Shackamaxon, on the banks of the Delaware River, in 1682. Sacred to the memory of the white men, as well as to that of the Delawares, has been the eventual treaty resulting from that transaction. In the rotunda of the Capitol at Washington can be seen the historical fresco recalling that event.



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When the time arrived at which William Penn and the Indians had agreed to meet personally to confirm the treaty of peace and the purchase of the land which his commissioners had bargained for and the transaction was to be publicly ratified, Penn came, accompanied by his friends of both sexes, to the place where Philadelphia now stands. On his arrival he found the chiefs and their people all assembled there. They were seen as far as the eye could reach—up the river, down the river, and in the forest far beyond—and looked frightful, both on account of their numbers and their arms. The Quakers were but a handful in comparison with the Indians, and were unarmed, but confidence in the justice of their cause prevented dismay and terror from seizing them. William Penn appeared in his usual clothes, and was distinguished only by wearing a sky-blue sash of silk network around his waist. He had a roll of parchment containing a confirmation of the treaty of purchase and amity in his hands. One of the sachems, who was the head chief of them, put upon his own head a kind of chaplet, in which appeared a small horn. This, as among the primitive nations and according to scriptural language, was an emblem of kingly power, and whenever the chief who had the right to wear it put it on it was understood that the place was made sacred and the persons of all present inviolable. Upon putting on this horn, the Indians threw down their bows and arrows and seated themselves around the chiefs, in the form of a half moon, upon the ground. The chief sachem then announced to William Penn, by means of an interpreter, that the Indians were ready to hear him. The treaty was ratified with all due solemnity, and is known to this day as the treaty that never was sworn to and never was broken.

Many years after this, or about 1755, when Governor Morris was about to declare war with the Delawares and Shawnee, the "Friends" offered cheerfully to contribute by a voluntary grant a much larger portion of their estates and the largest tax that a war could be expected to require toward the obtaining of peace in the same manner as the unhappy experience of the most martial of the neighboring colonies had, after long and bloody wars, proved it must at last, if ever, be obtained, i. e., by just purchase of lands, protection from frauds, and considerate kindness. Their personal efforts and influence with chiefs and with the governor, their wise counsel, and generosity did much toward effecting pacification of Indian tribes of Pennsylvania and Ohio, and the consequential withdrawal of the French from the Ohio.

From "An inquiry into the causes of the alienation of the Delaware and Shawnee Indians from the British interests and into the measures taken for recovering their friendship," published in London, 1759, we find:

Upon information being made to the governor, in April, 1728, by one Letort, an Indian trader, that Manawkyhichon, a Delaware chief, to revenge the death of Wequeals[9] (or Weekweley), who had been hanged in the Jerseys the year before, was endeavoring to engage the Miamis, or Tweektwees, to make war on the English, and that the Five Nations had joined with him, it was thought advisable to inquire further into this matter. In the meantime it was judged proper that the governor should take some notice of the Indians on Susquehannah and Delaware, those people generally thinking themselves slighted, as no treaty had been held with them for some time.

In consequence of this the governor, as soon as he received advice that Captain Civility, chief of the Conestogo Indians, was returned with his people from hunting, dispatched an express to acquaint those Indians that he would meet them about the 23d of May at Conestogo, where he desired that the chiefs of all the Indians might

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be present, and that Captain Civility would dispatch messengers to Sassoonan, Opekasset, and Manawkyhichon, chiefs of the Delawares, who live up the river Susquehannah, to be there. At the time appointed the governor went and met the chiefs of the Conestogoes, the Delaware Indians on Brandywine, the Canawese, and the Shawanese Indians. At this conference the governor put them in mind of the league of friendship which had long subsisted between them and this government, and refreshes their memory by repeating the principal heads of it. After this he informs them that he heard the Tweektwees were coming as enemies against this country, which he thought must be false, as he had never hurt the Tweektwees. He next acquaints them of a late skirmish between eleven foreign Indians and about twenty of his people at a place called Mahanatawny; that, upon receiving the news, he immediately repaired to the place, but found the Indians gone; that, upon his return, he was informed of two or three furious men having killed three friendly Indians and hurt two girls, which grieved him much; that thereupon he had the murderers apprehended and put in prison, and that they should be tried and punished as if they had killed white people. He likewise lets them know that, about eight months ago, an Englishman was killed by some Indians at the house of John Burt in Snake-Town, and desires that they would apprehend the murderers and bring them to justice.

The Indians, in their answer, let the governor know they were well satisfied with what he had said, and assured him that what had happened at John Burt's house was not done by them, but by one of the Minysinks, another nation, for which reason they can say nothing to it.

As the messages which Civility sent to the Delaware chiefs, who lived on Susquehannah, did not reach them soon enough for them to attend the treaty at Conestogo, the governor desired them to meet him at Philadelphia. Accordingly, a few days after, Sassoonan, king of the Delawares, with Opekasset and a few more of his principal men, came to Philadelphia, where the governor gave them a hearty welcome, renewed the treaties of friendship which Mr. Penn had made with them, acquainted them of the skirmish that had happened betwixt his people and a party of Shawanese who came armed and painted for war and were taken for strange Indians; informed them of the unhappy accident that had followed and of his causing the murderers to be apprehended and put in gaol to be tried and punished as if they had killed one of His Majesty's subjects; and, lastly, he condoled with the friends of the murdered and comforted them after the Indian manner.

In answer to this Sassoonan thanks the governor for the speech he had made, declares himself well pleased with what the governor said in relation to the accident that had happened to the Indians, and desired that no misunderstanding might arise on that account, and concluded with saying that in two months he designed to return and speak more fully.

But being told that if he had anything at all upon his mind it was now a proper time to speak it, that it might be heard by all that company, addressing himself to Mr. James Logan,[10] he proceeded to say, "That he was grown old, and was troubled to see the Christians settle on lands that the Indians had never been paid for; they had settled on his lands, for which he had never received anything; that he is now an old man and must soon die; that his children may wonder to see all their father's lands gone from them without his receiving anything for them; that the Christians now make their settlements very near them, and they shall have no place of their own left to live on; that this may occasion a difference between their children and us hereafter; and he would willingly prevent any misunderstanding that may happen."

As this speech was addressed to Mr. Logan, he, with the leave of the governor, answered, "That he was no otherwise concerned in the lands of this province than as he was entrusted, with other commissioners, by the proprietor to manage his affairs of property in his absence; that William Penn had made it a rule never to suffer any lands to be settled by his people till they were first purchased of the Indians; that his commissioners had followed the same rule, and how little reason there was for any complaint against him or the commissioners he would now make appear."

He said, "That Sassoonan, who is now present, with divers others of the Indian chiefs, about ten years since, having a notion that they had not been fully paid for their lands, came to Philadelphia to demand what was due to them; that the business was heard in council, and he then produced to those Indians a great number of deeds, by which their ancestors had fully conveyed and were as fully paid for all their lands from Duck Creek to near the Forks of Delaware, and that the Indians were then entirely satisfied with what had been shown to them; and the commissioners, to put an end to all further claims or demands of that kind, in consideration of their journey and trouble, made them a present, in the proprietors' name and

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behalf, upon which they agreed to sign an absolute release for all those lands and of all demands whatsoever upon account of the said purchase." And exhibiting the said instrument of release he desired it might be read, which was done in these words:

"We, Sassoonan, king of the Delaware Indians, and Pokehais, Metashichay, Aiyamaikan, Pepawmaman, Ghettypenceman, and Opekasset, chiefs of the said Indians, do acknowledge that we have seen and heard divers deeds of sale read unto us under, the hands and seals of the former kings and chiefs of the Delaware Indians, our ancestors and predecessors, who were owners of lands between Delaware and Susquehannah rivers; by which deeds they have granted and conveyed unto William Penn, proprietor and governor in chief of the province of Pennsylvania, and to his heirs and assigns, all and singular their lands, islands, woods, and waters, situate between the said two rivers of Delaware and Susquehannah, and had received full satisfaction for the same. And we do further acknowledge that we are fully content and satisfied with the said grant. And whereas the commissioners, or agents of the said William Penn, have been pleased, upon our visit to this government, to bestow on us as a free gift, in the name of the said William Penn, these following goods, viz,[11] 2 guns, 6 strowd-water coats, 6 blankets, 6 Dussel match-coats, and four kettles, we, therefore, in gratitude for the said presents, as well in consideration of the several grants made by our ancesters and predecessors, as of the said several goods hereinbefore mentioned, the receipt whereof we do hereby acknowledge, do, by these presents, for us, our heirs and successors, grant, remise, release, and forever quitclaim unto the said William Penn, his heirs and assigns, all the said lands situate between the said two rivers of Delaware and Susquehannah, from Duck Creek to the mountains on this side of Lechaiy, and all our estate, right, title, interest, property, claim, and demand whatsoever, in and to the same, or any part thereof; so that neither we, nor any of us, nor any person or persons, in the behalf of any of us, shall, or may hereafter, lay any claim to any of the said lands, or in anywise molest the said William Penn, his heirs or assigns, or any person claiming by, from, or under him, them, or any of them, in the peaceable and quiet enjoyment of the same.

"In witness whereof we have hereunto set our hands and seals, at Philadelphia, the seventeenth day of September, in the year of our Lord one thousand seven hundred and eighteen.

"SASSOONAN (his mark x).
"POKEHAIS (his mark x).
"METASHEECHAY (his mark x).
"AYYAMAIKAN (his mark x).
"GHETTYPENCEMAN (his mark x).
"OPEKASSET (his mark x).
"PEPAWMAMAN (his mark x).

"Sealed and delivered (by all but Pokehais and Pepawmaman, who were absent) in the presence of W. Keith, Robert Asheton, Samuel Preston, Anthony Palmer, Jonathan Dickinson, Indian Sam, Son to Essepenaike, Indian Peter, Pokehais's nephew or Aweaykoman, Kachaguesconk or Tobey (his mark), Tussoigheenan (his mark), Neeshalappih or Andrew (his mark). Sealed and delivered by Pokehais and Pepawmaman in the presence of James Logan, Robert Asheton, Clement Plumsted, David Evans, Nedawaway or Oliver, Needshalappy or Andrew."

This deed Sassoonan and Opekasset both acknowledged to be true, and that they had been paid for all the lands therein mentioned; but Sassoonan said the lands beyond these bounds have never been paid for; that these reached no farther than a few miles beyond Oley, but that their lands on Tulpyhockin were seated by the Christians.

Mr. Logan answered that he understood at the time that deed was drawn, and ever since, that Lechay hills, or mountains, stretched away from a little below Lechay, or the Forks of Delaware, to those hills on Susquehannah that lie about 10 miles above Pexton. Mr. Farmer said those hills passed from Lechay a few miles above Olney and reached no farther, and that Tulpyhockin lands lay beyond them.

Mr. Logan proceeded to say that whether those lands of Tulpyhockin were within or without the bounds mentioned in the deed he well knew that the Indians, some few years since, were seated on them, and that he, with the other commissioners, would never consent that any settlement should be made on lands where the Indians were seated; that these lands were settled wholly against their minds, and even without their knowledge.

After this, Mr. Logan, by a petition presented to Governor Keith by the Dutch settled at Tulpyhockin, goes on to prove that merely by the authority of Governor Keith "Those foreigners (namely, the Dutch) had been encouraged to invade these lands (at Tulpyhockin) to the manifest injury of the proprietor and to the great

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abuse of the Indians, who at that very time were seated there and had their corn destroyed by those people's creatures." Then applying to the Indians, "He desired that, though these people had seated themselves on the Tulpyhockin lands without the commissioners' leave or consent, yet that they would not offer them any violence, or injure them, but wait till such time as that matter could be adjusted."

As the governor had examined Civility and the Conestogo (Delaware) Indians about the murder that was committed at John Burt's, so likewise he inquired of these whether they had not heard of that matter and whether the Indians who committed the murder belonged to them. They said they had heard of it, but it was not done by any of theirs, but by some of the Minissink Indians. The governor then asked them where those of that nation lived and under what chief. To which they answered that the Minissinks lived at the Forks of Susquehannah, above Mechayomy, and that their king's name was Kindassowa. Thus we see that the Minissinks are quite a distinct nation from the Northern Delawares, of which Sassoonan was king, and consequently no lands of the former could be conveyed away by any grant from the latter.

As the boundaries between the Indians and the English are so fully ascertained in this treaty, it was thought proper to be thus particular. Everything relating to land affairs are here so clearly stated, the deed of release so full and explicit, that for the future one would imagine no doubts could arise respecting lands; or, should any arise, they might easily be solved. By what is here said it appears plain that the Delaware Indians can have no pretentions to the lands lying between Susquehannah and Delaware from Duck Creek to the Lechay Hills below the Forks of Delaware; and that the English at that time had no right or pretentions, under Indian titles, to any lands north of the said Lechay Hills; that all the deeds formerly given by the Indians were carefully examined, and the extent of the lands therein granted was fully ascertained, and all included in the deed of 1718.

With respect to this writing, it is to be observed that as the Five Nations claimed no right to the lands on Delaware they could by the above instrument convey none. They only claimed the lands on Susquehannah, for which reason they say in the above treaty, "That if Civility at Conestogo should attempt to make a sale of any lands to us or any of our neighbors they must let us know that he hath no power to do so, and that if he does anything of the kind they, the Indians, will utterly disown him." But nothing like this is said of the Delawares, though it was well known to the Five Nations that the Delawares undertook to sell lands to the English and had but a short time before sold the Tulpyhockin lands. But admitting the Five Nations had a right, yet can it be supposed they would release that right without a consideration? The extent of land taken in by the last instrument of writing is evidently double that described in the first deed, yet for this farther grant there is no consideration paid.

Indeed the proprietor himself did not seem to think he had a right to these lands without a release from the Delawares. He had, therefore, in 1737, a meeting with Monokykickan, Lappawinzoe, Tishekunk, and Nutimus, chiefs of the Delaware Indians, at which he prevailed with them to sign a release, by means of which he thought he might gain what he wanted. We have no minutes of that conference or treaty published, but in the preamble of the release then granted it is said: "That Tishekunk and Nutimus had, about three years before, begun a treaty at Durham with John and Thomas Penn; that from thence another meeting was appointed to be at Pensbury the next spring, to which they repaired with Lappawinzoe and several other of the Delaware Indians; that at this meeting several deeds were shewed to them for several tracts of land which their forefathers had more than fifty years ago sold to William Penn; and, in particular, one deed from Maykeerikkisho, Sayhoppey, and Taughhaughsey, the chiefs or kings of the northern Indians on Delaware, who, for a certain quantity of goods, had granted to William Penn a tract of land beginning on a line drawn from a certain spruce tree on the river Delaware by a west-northwest course to Neshameny Creek; from thence back into the woods as far as a man could go in a day and a half, and bounded on the west by Neshameny, or the most westerly branch thereof, so far as the said branch doth extend, and from thence by a line ——— to the utmost extent of the day and a half's walk, and from thence ——— to the aforesaid river Delaware, and so down the courses of the river to the first-mentioned spruce tree; and that this appeared to be true by William Biles and Joseph Wood, who, upon their affirmation, did declare that they well remembered the treaty held by the agents of William Penn and those Indians;[a] that some of the

[a] Query: Does the remembering that there was a treaty prove the execution of a deed at that treaty? Joseph Wood's name is set as an evidence in that paper produced as a copy of the deed of 1686, why then did he not prove there was such a sale made or deed given?

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old men being then absent they requested of Messrs. John and Thomas Penn more time to consult with their people concerning the same, which request being granted, they, after more than two years since the treaty at Pensbury, were now come to Philadelphia with their chief Monokyhickan and several other old men, and upon a former treaty held upon the same subject, acknowledge themselves satisfied that the above-described tract was granted by the persons above mentioned, for which reason they, the said Monokyhickan, Lappawinzoe, Tishekunk, and Nutimus, agree to release to the proprietors all right to that tract, and desire that it may be walked, traveled, or gone over by persons appointed for that purpose."

It will, no doubt, appear strange that no notice is taken of the deed of 1718, and that Sassoonan, the Delaware king with whom the treaty of 1728 was held, though still alive was not present at any of these meetings; but the reason was plain: The deed of 1718 fixed the boundaries so certain that no advantage could be taken of it, and had Sassoonan been there he might have obstructed their measures. For, had he doubted there being a deed he might have objected that the evidence of persons declaring that they remembered a treaty's being held (for that is all that William Biles and Joseph Wood say) did not prove that a deed was granted, and he might have called upon them to prove it regularly by the evidence of those who were witnesses to the execution of it. Or, had he admitted the deed, he might have insisted that it was fully considered at the treaty in 1718, and that the tract therein described had already been walked out, and was included in the deed then granted. And how these objections would have been answered is hard to say. He would, no doubt, have put them in mind that their late purchase of lands on Tulpyhockin was a further confirmation on their part of the boundaries agreed on in the deed of 1718, because thereby the proprietors admitted that the Oley Hills, which are a continuation of the Lechay Hills, was the northernmost extent of any claim the proprietors could make under any former Indian purchases.

It was therefore necessary, in order that things might be carried on quietly, that the deed of 1718 should be passed over in silence and that Sassoonan should not be present nor any of those who signed that deed. If it be asked what advantage could be gained by getting the deed of 1686 confirmed, we shall easily see by an account of the walk and of the advantage taken of the blanks in the deed of release. The account of the walk shall be given in the words of the persons who were eyewitnesses, as written and signed by them.

The relation which Thomas Furniss, saddler, gives concerning the day and a half's walk made between the proprietors of Pennsylvania and the Delaware Indians by James Yeates and Edward Marshall:

"At the time of the walk I was a dweller at Newton and a near neighbor to James Yeates. My situation gave James Yeates an easy opportunity of acquainting me with the time of setting out, as it did me of hearing the different sentiments of the neighborhood concerning the walk, some alleging it was to be made by the river, others that it was to be gone upon a straight line from somewhere in Wrightstown opposite to a spruce tree upon the river's bank, said to be a boundary to a former purchase. When the walkers and the company started I was a little behind, but was informed they proceeded from a chestnut tree near the turning out of the road from Durham road to John Chapman's, and, being on horseback, overtook them before they reached Buckingham and kept company for some distance beyond the blue mountains, though not quite to the end of the journey. Two Indians attended whom I considered as deputies appointed by the Delaware Nation, to see the walk honestly performed. One of them repeatedly expressed his dissatisfaction therewith. The first day of the walk, before we reached Durham Creek, where we dined in the meadows of one Wilson, an Indian trader, the Indian said the walk was to have been made up the river, and, complaining of the unfitness of his shoepacks for traveling, said he expected Thomas Penn would have made him a present of some shoes. After this some of us that had horses walked and let the Indians ride by turns, yet in the afternoon of the same day, and some hours before sunset, the Indians left us, having often called to Marshall that afternoon and forbid him to run.

"At parting they appeared dissatisfied and said they would go no farther with us, for, as they saw the walkers would pass all the good land, they did not care how far or where we went to. It was said we traveled twelve hours the first day, and, it being in the latter end of September or beginning of October, to complete the time were obliged to walk in the twilight. Timothy Smith, then sheriff of Bucks, held his watch in his hand for some minutes before we stopped, and the walkers having a piece of rising ground to ascend, he called out to them, telling the minutes behind and bid them pull up, which they did so briskly that, immediately upon his saying the time was out, Marshall clasped his arms about a saplin to support himself, and thereupon the sheriff asking him what was the matter, he said he was almost gone,

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and that if he had proceeded a few poles further he must have fallen. We lodged in the woods that night and heard the shouting of the Indians at a cantico, which they were said to hold that evening in a town hard by. Next morning the Indians were sent to to know if they would accompany us any farther, but they declined it, although I believe some of them came to us before we started and drank a dram in the company and then straggled off about their hunting or some other amusement. In our return we came through this Indian town or plantation, Timothy Smith and myself riding 40 yards more or less before the company, and as we approached within about 150 paces of the town, the woods being open, we saw an Indian take a gun in his hand and advancing toward us some distance placed himself behind a log that laid by our way. Timothy, observing his motions, and being somewhat surprised, as I apprehended, looked at me and asked what I thought that Indian meant. I said I hoped no harm, and that I thought it best to keep on, which the Indian seeing, arose and walked before us to the settlement.

"I think Timothy Smith was surprised, as I well remember I was, through a consciousness that the Indians were dissatisfied with the walk, a thing that the whole company seemed to be sensible of, and upon the way, in our return home, frequently expressed themselves to that purpose. And, indeed, the unfairness practiced in the walk, both in regard to the way, where, and manner how it was performed, and the dissatisfaction of the Indians concerning it, were the common subjects of conversation in our neighborhood for some considerable time after it was done. When this walk was performed I was a young man in the prime of life; the novelty of the thing inclined me to be a spectator, and as I had been brought up most of my time in Burlington, the whole transaction to me was a series of occurrences almost entirely new, and which, therefore, I apprehend, made the more strong and lasting impressions on my memory." (Thomas Furniss.)

Joseph Knowles's account of the said walk is as follows:

"June 30, 1757. I, Joseph Knowles, living with Timothy Smith at the time of the day and half's walk with the Indians (Timothy Smith, then sheriff for Bucks County), do say that I went some time before to carry the chain and help to clear a road, as directed by my uncle, Timothy Smith. When the walk was performed, I was then present and carried provisions, liquors, and bedding. About sunrising we set out from John Chapman's corner at Wrightstown and traveled until we came to the Forks of Delaware. As near as I can remember was about one of the clock the same day. The Indians then began to look sullen and murmured that the men walked so fast, and several times that afternoon called out and said to them, You run; that's not fair; you was to walk. The men appointed to walk paid no regard to the Indians, but were urged by Timothy Smith and the rest of the proprietor's party to proceed until the sun was down. We were near the Indian town in the Forks. The Indians denied us going to the town on excuse of a canticoy. We lodged in the woods that night. Next morning being dull, rainy weather, we set out by the watches, and two of the three Indians that walked the day before came and traveled with us about 2 or 3 miles and then left us, being very much dissatisfied, and we proceeded by the watches until noon. The above I am willing to qualify to any time when desired. Witness my hand the day and year above said." (Jos. Knowles.)

Having by means of the above walk gone about 30 miles beyond the Lechay Hills, which were so solemnly agreed upon in 1718 and 1728 to be the boundaries, it now remained to draw the line from the end of the walk to the river Delaware. We have seen above there was a blank left for the course of this line. Taking the advantage, therefore, of this blank, instead of running by the nearest course to the river, or by an east-southeast course, which would have been parallel to the line from which they set out, they ran by a northeast course for above a hundred miles across the country to near the Creek Lechawachsein, and took in the best of the land in the Forks, all the Minisinks, etc. Thus a pretense was gained for claiming the land in the Forks without paying anything for it. But the accomplishment of this design lost us the friendship of the Indians and laid the foundation of our present troubles, and will, it is to be feared, in the end cost the Proprietaries very dear.

Before the declaration of war and before the breaking off of negotiations between the courts of France and England the English ministry formed the plan of assailing the French in America on all sides at once and repelling them by one bold push from all their encroachments. A provincial army was to advance on Acadia, a second was to attack Crown Point, and a third Niagara, while the two regiments which had



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lately arrived in Virginia under General Braddock, aided by a strong body of provincials, were to dislodge the French from their newly built fort of Du Quesne. To Braddock was assigned the chief command of all the British forces in America.

Braddock made the necessary military preparations, obtained as far as practicable the indispensable transporations and supplies, and early in June, 1755, abandoned civilization and advanced into the trackless forests. Instead of the sound of the musket it was of the ax felling the primeval forest that was heard. He was accompanied by Washington, by whose advice he, when his obstinacy permitted, profited. After a most laborious march, on the 8th of July the advanced body of Braddock's army reached the Monongahela at a point not far distant from Fort Du Quesne.

Scouts and Indian runners had brought the tidings of Braddock's approach to the French at the fort. In the adjacent forests were the bark lodges of the Indians, whom the French had collected from far and near. Delawares, Shawnees, and their allies, of whom about 630 took part in the battle. There were about 75 French regulars and 150 Canadians.

The Indian scouts, knowing every foot of the ground, selected a place for the attack which nature had prepared better, perhaps, than any corps of engineers could have arranged by artificial ditches or embankments. On either side of the road lay a deep ravine or ditch, running parallel with the road and covered with heavy vines and trees. Beyond these were hills and rocks and other ravines, and in this natural ambuscade was where the Indians and French concealed themselves to give Braddock a reception before he arrived at the fort.

Not a man or officer of the British army ever dreamed of these ravines and never saw them during the combat, and it was only long after the disastrous action, when reason resumed its sway and the beaten, driven mob of fugitives considered how pitilessly they were pelted and mowed down by a terrible but unseen fire, they concluded their wily foe must have fired from hidden ravines.

Braddock had exalted courage but no common sense; he was deaf to the judicious counsel of his officers; he neglected to throw out scouts in advance and pressed blindly forward to meet his fate. It is unnecessary to give a detailed account of the battle that followed, or rather the slaughter of the heroic English, who deserved a better fate. The unequal contest lasted three hours, when the survivors fled across the Monongahela. It was a disgraceful stampede.

Braddock saw that all was lost and ordered a retreat, but had scarcely done so when a bullet pierced his lungs. It is alleged that the shot was fired by one of his own men, but this statement is without proof. The retreat soon turned into a rout, and all who remained dashed pellmell through the river to the opposite shore, abandoning the wounded, the cannon, and all the baggage and papers to the mercy of the Indians. Beaujeau, the French commander, had fallen early in the conflict.

Braddock's wound proved mortal; he lingered but a short time. The loss of the French was slight; of the regulars there were but four killed or wounded, and all the Canadians returned to the fort unhurt except five.

According to Parkman, of the 86 British officers only 23 remained unhurt, and of the 1,200 soldiers who crossed the Monongahela more

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than 700 were killed or wounded. Other writers have placed the number of killed and wounded at 914.

The Delaware Indians, perhaps more than any other tribe, are responsible for Braddock's defeat, although their sympathy was extended to many of the settlers of Pennsylvania, and Queen Alaquita (A-le-par-qua) lent her aid to Washington and the colonists. Cashuwayon, or Captain Newcastle, and Fairfax, her sons, were Washington's guides and escorts, but Shingiss, the sachem of the Delawares, Captain Pipe of the Wolf tribe or clan, White Eyes and Beaver of the Turtle clan, Ka-te-us-kund, Kill Buck, and Wingenond, a medicine man of great renown, and others were prejudiced against the British because of the "Long Walk." Besides, the French had promised them that they would evacuate their country as soon as the English were defeated.

It is not in the nature of the Indians to remain quiet in the midst of war; by the ignominious and disastrous defeat of Braddock the prestige of the English was lost for the time and the Western Indians raised their tomahawks with one accord against the defeated English.

In November, 1758, John Forbes made another attack on Fort Duquesne. His advance of 800 men under Major Grant was attacked by the French and Indians on both sides of the hill which now bears his name and is situated right in the center of the city of Pittsburg. That his force was saved from utter annihilation by the stand made by the provincial troops is a well-known matter of history and need not be dwelt on here.

A most timely visit just at this time of the Moravian missionary, C. Frederick Post, to the Delaware and Shawnee chiefs between Duquesne and Beaver, where he saw Shingiss, Beaver, Killbuck, Kuckquetackton, Pisquetumen, Kateuskund, and Delaware George, who seemed as much surprised as pleased at Post's representations, and all agreed that if they had known the feelings and good intentions the British had toward them they never would have taken up the hatchet against them.

This decision completed the demoralization of the French, so that they abandoned their fort, after setting fire to it, and retreated to Canada.

The Indians made treaties with Forbes and remained at peace until fresh causes for hostilities arose and they were again fired up to avenge the wrongs that had been perpetrated on them.

Among these wrongs is the wholesale massacreing by the settlers of Indians who professed the Christian faith, on three different occasions, and another is the burning of an aged Delaware chief,[12] who, like the Christian Indians, had been a friend to the settlers. Such memories as these could not be cherished by people who had learned from tradition that injury should be repaid with injury and revenge should be visited upon those who betrayed you, and the consequence was that peace was not long lasting.

The general peace concluded between Great Britain, France, and Spain in the year 1762, although viewed in different lights by persons variously affected in the mother country, was nevertheless universally considered a happy event in America.

Unhappily, however, we were disappointed in this expectation. Our danger arose from that very quarter in which we imagined ourselves in the most perfect security, and just at the time when we concluded the Indians to be entirely awed

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and almost subjected by our power, they suddenly fell upon the frontiers of our most valuable settlements and upon all our outlying forts with such unanimity in the design and with such savage fury in the attack as we had not experienced, even in the hottest times of any former war. (From Annual Register, 1763.)

The Delawares, Shawnee, and other Ohio tribes took the lead in this war, and seem to have begun it rather too precipitately, before the other tribes in confederacy with them were ready for action. Many forts fell into their hands. The frontiers of Pennsylvania, Maryland, and Virginia were overrun with Indians, who carried on war in their usual ferocious manner.

Fort Pitt remained all this while in a most critical situation; no account could be obtained of the garrison nor any relief sent to it, but by a long and tedious land march of near 200 miles beyond the settlements, and through those dangerous passes where the fate of Braddock and others still rise on the imagination. Colonel Bouquet was appointed to march to the relief of this fort with a large quantity of stores and provisions, escorted by the shattered remains of the Forty-second and Seventy-seventh Regiments, lately returned in a dismal condition from the West Indies, and far from being recovered of their fatigue at the siege of the Havannah.

Early orders had been given to collect provisions on the frontiers of Pennsylvania, but such was the consternation of the inhabitants that no effort was made to obey the orders, nor did the people furnish recruits, though their lives depended upon the result of the expedition.

Colonel Bouquet was a great contrast to the brave but incompetent Braddock. He had courage united with prudence, enjoyed the confidence of his soldiers, and deserved it, and was studious of their comfort, watchful over their safety. The Indians displayed soldierly qualities, skill, and indomitable courage.

But Bouquet's disciplined forces finally overcame, after a series of hard-fought engagements, the enemy; the latter finally retreated to their remote settlements.

Bouquet supplied Fort Pitt and other places with provisions, ammunition, and stores, and ended the campaign for that season.

In 1764 Colonel Bouquet made a second campaign equally persistent and vigorous; the Indians sued for peace.

The army encamped on the Muskingum, and two men who had been dispatched by Colonel Bouquet from Fort Pitt with letters returned and reported "that within a few miles of this place they had been made prisoners by the Delawares and carried to one of their towns, 16 miles from hence, where they were kept till the savages, knowing of the arrival of the army here, set them at liberty, ordering them to acquaint the colonel that the headmen of the Delawares and Shawanese were coming as soon as possible to treat of peace with him."

Negotiations culminated in the arrangement of a meeting. The meeting was held; the Indians present were Senecas, Kiyashuta, chief, with 15 warriors; Delawares, Custaloga, chief of the Wolf tribe, Beaver, chief of the Turkey tribe, with 20 warriors; Shawanese, Keissinantchtha, and 6 warriors.

The speakers were Kiyashuta, Turtle-heart, Custaloga, and Beaver. A treaty was entered into and peace for a time secured. All prisoners were delivered up held by the Indians; most promptly by the Delawares. The affecting scenes attending this surrender I have described elsewhere in this book.

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## Chapter III.

When the Revolutionary war broke out, in 1775, the Delawares were divided in opinion as to whom to assist. Great pressure was brought to bear on them by the British, who made many promises to secure their assistance against the Colonists, but Shingiss, Captain White Eyes, Win ge nond, and Killbuck were friendly to the Colonies, and took sides against the British. Captain White Eyes soon succeeded Shingiss as head sachem. After that he and his followers remained loyal to the Colonies, but Captain Pipe, of the Wolf clan, and his adherents took sides with the British.

It might be interesting here to relate Heckewelder's observations about the rivalry between Captain White Eyes and Captain Pipe:

At the time of the Revolutionary war I witnessed a curious scene of diplomatic maneuvers between two great men of the Delaware Nation, both of whom had in their time signalized themselves as brave and courageous men and had acquired the character of two great war chiefs. The war which I speak of, which had but lately begun, had made it necessary for the Indians to consult their present and future safety. Captain White Eyes, of the Turtle tribe, who was placed at the head of his nation, had its welfare much at heart. He was in favor of their following the advice given them by the American Congress, which was to remain neutral and not to meddle in the quarrel between the Americans and the parent country. He advised his people, therefore, to remain in friendship with both sides and not to take up arms against either, as it might bring them into trouble, and, perhaps, in the end, effect their ruin.

On the other hand, Captain Pipe, of the Wolf tribe, who resided at the distance of 15 miles, where he had his council fire, was of a different opinion, and leaned on the side of the British. He was an artful, ambitious man, yet not deficient in greatness of mind, as I have shown in a preceding chapter. But his head at that time was full of the wrongs which the Indians had suffered from the Americans from their first coming into the country. His soul panted for revenge, and he was glad to seize the opportunity that now offered. He professed his readiness to join in proper measures to save the nation, but not such measures as his antagonist proposed. What his real object was he did not openly declare, but privately endeavored to counteract all that was done and proposed by the other. White Eyes, however, was a sensible, upright man, and never was deficient in means to support his own measures and extricate himself from the snares with which he was on all sides surrounded by Captain Pipe. Thus they went on for upward of two years, Pipe working clandestinely and keeping his spies continually on the watch upon the other, while White Eyes acted openly and publicly, as though he knew nothing of what was machinating against him.

At last a circumstance took place which apparently justified Captain Pipe in the measures he wished to pursue. In March, 1778, a number of white people, of those whom we call Tories, among whom were McKee, Elliott, Girty, and several others, having escaped from Pittsburg, told the Indians wherever they came "that they must arm and be off immediately and kill the Americans wherever they found them, for they had determined to destroy all the Indians and possess themselves of their country." White Eyes, not believing what these men said, advised his people to remain quiet, for this report could not be true. Pipe, on the contrary, called his men together, and in a speech which he addressed to them pronounced every man an enemy to his country who endeavored to dissuade them from going out against the Americans, and said that all such ought to be put to death. Captain White Eyes was not disconcerted. He immediately assembled his warriors and told them "that if they meant in earnest to go out, as he observed some of them were preparing to do, they should not go without him. He had taken peace measures in order to save the nation from utter destruction. But if they believed that he was in the wrong and gave more credence to vagabond fugitives, whom he knew to be such, than to himself, who was best acquainted with the real state of things; if they had determined to follow their advice and go out against the Americans, he would go out with them; he would lead them on, place himself in the front, and be the first who should fall. They only had to determine on what they meant to do, for his own mind was fully made up not to survive his nation, and he would not spend the remainder of his miserable life in bewailing the total destruction of a brave people who deserved a better fate."

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This spirited and at the same time pathetic speech of Captain White Eyes made such an impression on the minds of the audience that they unanimously declared that they would obey his orders, and listen to no person but himself, either white or of their own color. Indeed, there was too much force, too much majesty in this address to be resisted. When this was reported to Pipe by his emissaries, he was absolutely confounded, and knew not what to do. A few days afterwards the council of the Delaware Nation received the most friendly and flattering messages from the commandant and Indian agent at Pittsburg, cautioning them "not to listen to those worthless men who had ran off from them in the night, and to be assured of the steady friendship of the Government of the United States." Pipe was so put to the blush, and took this matter so much to heart, that he soon after threw off the mask, permitted his men to go out and murder the Americans, and afterwards went off with them to Sandusky, under the protection of the British Government. We have seen in a former chapter that he afterwards saw how impolitic his conduct had been and probably wished to retrace his steps, but it was too late. He had suffered himself to be misled by his passions, excited by the remembrance of former wrongs, and thus was betrayed into his injudicious conduct. Perhaps also his jealousy of Captain White Eyes, whose superiority his proud mind could not bear, did not in a small degree contribute to it. Pipe was certainly a great man, but White Eyes was, in my opinion, the greater of the two. I was present when he made the speech which I have related, and never shall forget the impression it made upon me.

In the Journals of the Continental Congress of Saturday, December 16, 1776, is the following:

Captain White Eyes, a Delaware chief, who came down with the commissioners for Indian affairs in the middle department, being introduced to Congress, the President addressed him in the following manner:

"Brother Captain White Eyes, we are glad to see you and we bid you welcome to this council fire, kindled for all the United Colonies.

"We have heard of your friendship for your brethren, the white people, and how useful you have been in preserving peace and harmony between your nation and us, and we thank you for those services.

"We are pleased that the Delawares intend to embrace Christianity. We will send you, according to your desire, a minister and a schoolmaster to instruct you in the principles of religion and other parts of useful knowledge.

"We shall be happy in improving every opportunity that shall offer for convincing your nation and all other nations of Indians of our friendly disposition toward them.

"Before you leave this city we will give you some particular testimony of our regard for you." * * *

The Journals of the Continental Congress for Wednesday, April 10, 1776, contain the following:

The committee to whom the report on Indian affairs in the middle department and the petition of Captain White Eyes were referred brought in their report, which was taken into consideration; whereupon,

*Resolved*, That the commissioners for Indian affairs in the middle department, or any one of them, be desired to employ, for reasonable salaries, a minister of the gospel to reside among the Delaware Indians and instruct them in the Christian religion; a schoolmaster to teach their youth reading, writing, and arithmetic; also a blacksmith to do the work of the Indians in the middle department. * * *

*Resolved*, That it be referred to Capt. George Morgan, Eneas McKay, esq., and Capt. John Neville to adjust and determine all matters of difference between Coquataginta, or Captain White Eyes, and Messrs. Bernard Grantz and Michael Grantz; and that the arbitrators, in case either of the parties to whom it is recommended to submit to their award shall refuse to abide thereby, report the reasons of such refusal, with a state of the case and other matters they shall think fit, to Congress.

That disputes which shall arise between any of the white people and the Indians in their dealings (if the latter will consent) be determined by arbitrators, chosen, one by each of the parties and another by the commissioners for Indian affairs, or when they are absent by the agent in the department where the Indian party resides. * * *

*Resolved*, That the sum of $300 be presented to Captain White Eyes.

*Resolved*, That George Morgan, esq., the agent for Indian affairs in the middle department, be empowered to purchase for Captain White Eyes two horses with two saddles and bridles, and that the treasurers be directed to pay to one said George Morgan a sum not exceeding $100 for defraying the expenses thereof.

*Resolved*, That the following speech be delivered to Captain White Eyes to-morrow morning:

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"Brother Captain White Eyes: We have not been unmindful of our promises made to you and your nation the 16th of December. We now thank you for your speech to us on the 2d of last month.

"Brothers, the Delawares: At the council fire at Pittsburg last fall, and since by our brother Captain White Eyes, who hath been all the winter with us, you requested our assistance to promote peace and useful knowledge among you, particularly the knowledge of the Christian religion. We rejoice, brothers, to find you thus disposed, and will, as early as we can, provide a suitable minister and schoolmaster, and a sober man to instruct you in agriculture. These things we agree to do, brothers, at your request, and to convince you that we wish to advance your happiness, and that there may be a lasting union between us, and that, as you express it, we may become one people. The introduction of useful arts among you will be effected, we apprehend, by encouraging handicraftsmen to settle and reside in your country. The method of doing this must be left to your own discretion.

"Brothers, we desire you will make it known among all the Indian nations to the westward that we are determined to cultivate peace and friendship with them, and we will endeavor, by making the best regulations in our power, to prevent any of our people wronging them in any manner or taking their lands; that we will strive to put the trade between us on such a footing as will secure the peace and promote the interest of all parties, and we expect that all the wise men of every Indian nation will use their influence for the same purpose. * * *

"Brother Captain White Eyes, we desire you will inform your nation, your uncles, the Six Nations, and Wyandots, your grand children, the Shawnees, and all the other nations what you have seen and heard among us, and exhort them to keep fast hold of the covenant chain of friendship which we have so lately repaired and strengthened. As you are now about to depart we present you with some money to buy clothes and necessaries and pay your expenses, and we wish you a good journey and bid you farewell."

On the next day, Thursday, April 11, 1776, Captain White Eyes[13] was called in, the speech delivered to him, and the money paid.

In Heckewelder's narrative is an account of the death of Captain White Eyes.

Captain White Eyes, who had hitherto been so indefatigable in preserving the nation at peace, had, soon after the disturbance caused by McKee and party, retired to Pittsburg for the purpose of being nearer to the Indian agent, and take his advice as circumstances might require, that the nation might, if possible, be prevented from being dragged into the war. This chief had a strong desire that his nation might become a civilized people. A retrospect of the change that had already taken place in the Christian Indians, who employed themselves principally in agricultural pursuits, and some even being mechanics, gave him the best hopes of the practicability of the measure; a lively correspondence, therefore, had for a long time been kept up between this Indian agent and the Delaware chiefs and council on the subject, when nothing appeared to him wanting, to carry the measure into effect, but a peace, the war then being the obstacle to seeing his nation happy; he became the more anxious to preserve his nation quiet, until a general peace should take place; he, however, did not live to see that day, for while accompanying General M'Intosh's army to Tuscorawas, where a fort was to be built for the protection of the peaceable Indians and frontier settlers, he took the smallpox and died.

The death of this great and useful man was severally lamented by and a great loss to the nation; although his ambitious and political opponent, Captain Pipe,[14] with an air of prophecy, uttered "That the Great Spirit had probably put him out of the way that the nation might be saved," it was not so considered by the faithful part. His death was, according to Indian custom, made known to all the surrounding nations, even at some hundred miles distance, who all in due time condoled the nation on the loss.

It was due to Captain White Eyes's efforts that the United States entered into a treaty with the Delaware Indians on September 17, 1778, article 6 of which is as follows:

ART. 6. Whereas the enemies of the United States have endeavored by every artifice in their power to possess the Indians in general with an opinion that it is the design of the States aforesaid to extirpate the Indians and take possession of their country, to obviate such false suggestion the United States do engage to guarantee to the aforesaid nation of the Delawares and their heirs all their territorial rights in the fullest and most ample manner as it hath been bounded by former treaties as long as they, the said Delaware Nation, shall abide by and hold fast the chain of friendship now entered into. And it is further agreed on between the contracting parties, should it for the future be found conducive for the mutual interest of both parties, to invite any other tribes who have been friends to the interest of the United States to join the present confederation and to form a State, whereof the Delaware Nation shall be the head, and have a representation in Congress: *Provided*, Nothing

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contained in this article to be considered as conclusive until it meets the approbation of Congress. And it is also the intent and meaning of this article that no protection or countenance shall be afforded to any who are at present our enemies by which they might escape the punishment they deserve.

The ambition of Captain White Eyes that the fourteenth State in the Union should be an Indian State with the Delaware Nation at its head was never realized, for after his death Captain Pipe's influence prevailed, and many of the Delawares who had been followers of White Eyes listened to the counsel of Pipe and warred against the Americans. In consequence of this Col. David Williamson conducted an expedition against the Delawares and other Indians and, in 1782, massacred in cold blood over 90 Christian Indians at Gnadenhutten, Ohio,[15] but at this time met none of the Delaware and Shawnee warriors.

In June of the same year Colonel Crawford, at the head of an army of several hundred American soldiers, marched against the Delawares, who were then located on the Sandusky. They met the Delawares and were defeated. Colonel Crawford and others were taken prisoners, and Crawford was burned at the stake as a revenge for the murder of the Christian Indians by Colonel Williamson. Accounts of this are given by so many historians that I will not attempt to go into the details here.

The next event of any importance following the expedition of Crawford was General St. Clair's expedition against the Miami, Delawares, Shawnee, and Wyandot, which occurred in 1791. General St. Clair, it is claimed, went into battle with only 1,400 men, although his force was known to be almost as large again.

The following is an account of the battle from Roosevelt's Winning of the West:

On November 4 the men were under arms, as usual, by dawn, St. Clair intending to throw up intrenchments and then make a forced march in light order against the Indian towns. But he was forestalled. Soon after sunrise, just as the men were dismissed from parade, a sudden assault was made upon the militia, who lay unprotected beyond the creek. The unexpectedness and fury of the onset and heavy firing and the appalling whoops and yells of the throngs of painted savages threw the militia into disorder. After a few moments' resistance they broke and fled in wild panic to the camp of the regulars, among whom they drove in a frightened herd, spreading dismay and confusion.

The drums beat, and the troops sprang to arms as soon as they heard the heavy firing at the front, and their volleys for a moment checked the onrush of the plumed warriors. But the check availed nothing. The braves filed off to one side and the other, completely surrounded the camp, killed or drove in the guards and pickets, and then advanced close to the main lines.

A furious battle followed. After the first onset the Indians fought in silence, no sound coming from them save the incessant rattle of their fire as they crept from log to log, from tree to tree, ever closer and closer. The soldiers stood in close order in the open; their musketry and artillery fire made a tremendous noise, but did little damage to a foe they could hardly see. Now and then through the hanging smoke terrible figures flitted, painted black and red, the feathers of the hawk and eagle braided in their long scalp locks; but save for these glimpses the soldiers knew the presence of their somber enemy only from the fearful rapidity with which their comrades fell dead and wounded in the ranks. They never even knew the numbers or leaders of the Indians. At the time it was supposed that they outnumbered the whites, but it is probable that the reverse was the case, and it may even be that they were not more than half as numerous. It is said that the chief who led them, both in council and battle, was Little Turtle, a Miami. At any rate, there were present all the chiefs and picked warriors of the Delawares, Shawnees, Wyandots, and Miamis, and all the most reckless and adventurous young braves from among the Iroquois and the Indians of the upper lakes, as well as many of the ferocious whites and half-breeds who dwell in the Indian villages.

The Indians fought with the utmost boldness and ferocity and with the utmost skill and caution.[16]

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Under cover of the smoke of the heavy but harmless fire from the army they came up so close that they shot the troops down as hunters slaughter a herd of standing buffalo. Watching their chance, they charged again and again with the tomahawk, gliding into close quarters while their bewildered foes were still blindly firing into the smoke-shrouded woods. The men saw no enemy as they stood in the ranks to load and shoot; in a moment, without warning, dark faces frowned through the haze, the war axes gleamed, and on the frozen ground the weapons clattered as the soldiers fell. As the comrades of the fallen sprang forward to avenge them, the lithe warriors vanished as rapidly as they had appeared; and once more the soldiers saw before them only the dim forest and the shifting smoke wreaths with vague half glimpses of the hidden foe, while the steady singing of the Indian bullets never ceased, and on every hand the bravest and steadiest fell one by one.

At first the army as a whole fought firmly; indeed, there was no choice, for it was ringed as a wall of flame. The officers behaved very well, cheering and encouraging their men; but they were the special targets of the Indians, and fell rapidly. St. Clair and Butler by their cool fearlessness and in the hour of extreme peril made some amends for their shortcomings as commanders. They walked up and down the lines from flank to flank, passing and repassing one another; for the two lines of battle were facing outward and each general was busy trying to keep his wing from falling back. St. Clair's clothes were pierced by eight bullets, but he was himself untouched. He wore a blanket coat with a hood; he had a long queue, and his thick gray hair flowed from under his three-cornered hat; a lock of his hair was carried off by a bullet. Several times he headed the charges, sword in hand. General Butler had his arm broken early in the fight, but he continued to walk to and fro along the line, his coat off and the wounded arm in a sling. Another bullet struck him in the side, inflicting a mortal wound; and he was carried to the middle of the camp, where he sat propped up by knapsacks. * * *

Instead of being awed by the bellowing artillery, the Indians made the gunners a special object of attack. Man after man was picked off, until every officer was killed but one, who was wounded; and most of the privates also were slain or disabled. The artillery was thus almost silenced, and the Indians, emboldened by success, swarmed forward and seized the guns, while at the same time a part of the left wing of the army began to shrink back. But the Indians were now on comparatively open ground, where the regulars could see them and get at them, and under St. Clair's own leadership the troops rushed fiercely at the savages with fixed bayonets, and drove them back to cover. By this time the confusion and disorder was great, while from every hollow and grass patch, from behind every stump and tree and fallen log, the Indians continued their fire. Again and again the officers led forward the troops in bayonet charges, and at first the men followed them with a will. Each charge seemed for a moment to be successful, the Indians rising in swarms and running in headlong flight from the bayonets. In one of the earliest, in which Colonel Drake led his battalion, the Indians were driven several hundred yards, across the branch of the Wabash; but when the colonel halted and rallied his men, he found that the savages had crossed in behind him, and he had to fight his way back, while the foe he had been driving at once turned and harassed his rear. He was himself wounded, and lost most of his command. On reentering camp he found the Indians again in possession of the artillery and baggage, from which they were again driven; they had already scalped the slain who lay about the guns. Maj. Thomas Butler had his thigh broken by a bullet, but he continued on horseback, in command of his battalion, until the end of the fight, and led his men in one of the momentarily successful charges. The only regular regiment present lost every officer, killed or wounded. The commander of the Kentucky militia, Colonel Oldham, was killed early in the action, while trying to rally his men and damning them for cowards.

The charging troops could accomplish nothing permanent. The men were too clumsy and ill-trained in forest warfare to overtake their fleet, half-naked antagonists. The latter never received the shock; but, though they fled, they were nothing daunted, for they turned the instant the battalion did, and followed, firing. They skipped out of reach of the bayonets, and came back as they pleased, and they were only visible when raised by a charge. * * *

As the officers fell, the soldiers, who at first stood up bravely enough, gradually grew disheartened. No words can paint the hopelessness and horror of such a struggle as that in which they were engaged. They were hemmed in by foes who showed no mercy and whose blows they could in no way return. If they charged they could not overtake the Indians, and the instant the charge stopped the Indians came back. If they stood they were shot down by an unseen enemy, and there was no stronghold, no refuge to which to flee. The Indian attack was relentless and could neither be avoided, parried, nor met by counter assault. For two hours or so the troops kept up a slowly lessening resistance, but by degrees their hearts failed. The wounded had been brought toward the middle of the lines, where the baggage and tents were, and an ever-growing proportion of wounded men joined them. In vain the officers tried by encouragement, by jeers, by blows to drive

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them back to the fight. They were unnerved. As in all cases where large bodies of men are put in imminent peril of death, whether by shipwreck, plague, fire, or violence, numbers were swayed by a mad panic of utterly selfish fear, and others became numb and callous, or snatched at any animal gratification during their last moments. Many soldiers crowded around the fires and stood stunned and confounded by the awful calamity; many broke into the officers marquees and sought for drink, or devoured the food which the rightful owners had left when the drums beat to arms.

There was but one thing to do. If possible, the remnant of the army must be saved, and it could only be saved by instant flight, even at the cost of abandoning the wounded. The broad road by which the army had advanced was the only line of retreat. The artillery had already been spiked and abandoned. Most of the horses had been killed, but a few were still left, and on one of these St. Clair mounted. He gathered together torn fragments of the different battalions which contained the few men who still kept heart and head, and ordered them to charge and regain the road from which the savages had cut them off. Repeated orders were necessary before some of the men could be roused from their stupor sufficiently to follow the charging party, and they were only induced to move when told it was to retreat.

Colonel Drake and a few officers placed themselves at the head of the column, the coolest and boldest men drew up behind them, and they fell on the Indians with such fury as to force them back well beyond the road. This made an opening through which, said Van Cleve, the packer, the rest of the troops "pressed like a drove of bullocks." The Indians were surprised at the vigor of the charge, and puzzled as to its object. They opened out on both sides, and half the men had gone through before they fired more than a chance shot or two. They then fell on the rear and began a hot pursuit. St. Clair sent his aid, Denny, to the front to try to keep order, but neither he nor anyone else could check the flight. Major Clark tried to rally his battalion to cover the retreat, but he was killed and the effort abandoned.

There never was a wilder rout. As soon as the men began to run, and realized that in flight there lay some hope of safety, they broke into a stampede, which soon became uncontrollable. Horses, soldiers, and the few camp followers and women who had accompanied the army were all mixed together. Neither command nor example had the slightest weight; the men were abandoned in the terrible selfishness of utter fear. They threw away their weapons as they ran. They thought on nothing but escape, and fled in a huddle, the stronger and the few who had horses trampling their way to the front through the old, the weak, and the wounded, while behind them raged the Indian tomahawk. Fortunately the attraction of plundering was so overpowering that the savages only followed the army about 4 miles; otherwise hardly a man would have escaped.

On August 20, 1794, Anthony Wayne marched against the Indians and gained a decisive victory over them at the battle of Fallen Timbers. In this battle Wayne had an army of 3,000 men, 2,000 of whom were regulars and 1,000 mounted volunteers from Kentucky. It is estimated that the Indians numbered between 1,500 and 2,000.

In nearly all these Indian wars some of the Delawares remained loyal to the colonies. When Harrison marched against the Prophet on November 6, 1811, he encamped within 3 miles of the Prophet's town; thence he sent Delaware chiefs on a mission to the Prophet, but the latter treated them with scorn. The Indians attacked and retreated several times, until after daylight, when they were attacked and dispersed by the mounted men, and retreated, leaving 40 of their dead on the field. Harrison's loss was upward of 60 killed and at least as many wounded. This battle is known as the battle of Tippecanoe.

Two years afterwards the battle of the Thames was fought by General Harrison on one side and Colonel Procter and Tecumseh on the other side. This battle resulted in the death of Tecumseh and the defeat of the British and Indian forces, and this was the last battle in which any Delaware fought against the United States, although it is claimed that some of the Delawares, still loyal, were in the service of Harrison.

Just how many Delawares assisted the Americans in the war of 1812 I am not able to state, but it appears from a letter from John

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Graham, chief clerk of the War Department, dated December 18, 1815, to John Johnson, at Piqua, Ohio, that $10,288 was paid to the Delaware Indians at one time, being a balance claimed to be due them as compensation and for losses sustained during the war. But the Delawares had much to contend with. The influence of Captain Pipe and his followers was strongly felt, and when the prophetic words of the Delaware chief, Pachgantschilias, were repeated to them, it was hard for the friends of the American colonists to defend their actions.

Pachgantschilias said:

I admit that there are good white men, but they bear no proportion to the bad; the bad must be the strongest, for they rule. They do what they please. They enslave those who are not of their color, although created by the same Great Spirit who created them. They would make slaves of us if they could; but as they can not do it, they kill us. There is no faith to be placed in their words. They are not like the Indians, who are only enemies while at war, and are friends in peace. They will say to an Indian, "My friend; my brother." They will take him by the hand and at the same moment destroy him. And so you [he was addressing the Christian Indians at Gnadenhutten, Pennsylvania] will also be treated by them before long. Remember that this day I have warned you to beware of such friends as these. I know the Long-knives. They are not to be trusted.

Again their lands were being encroached upon, and it seemed as if there was no resting place to be found for them. At each council they were pressed to give up more land, until finally, in 1793, one of the Delaware chiefs stated:

Money to us is of no value, and to most of us unknown; and as no consideration whatever can induce us to sell the lands on which we get sustenance for our women and children, we hope we may be allowed to point out a mode by which your settlers may be easily removed and peace thereby obtained.

We know that these settlers are poor, or they would never have ventured to live in a country which has been in continual trouble ever since they crossed the Ohio. Divide, therefore, this large sum of money which you have offered us among these people; give to each, also, a proportion of what you say you would give to us annually over and above this very large sum of money, and we are persuaded they would most readily accept of it in lieu of the lands you sold them. If you add, also, the great sums you must expend in raising and paying armies with a view to force us to yield you our country, you will certainly have more than sufficient for the purpose of repaying these settlers for all their labor and their improvements.

You have talked to us about concessions. It appears strange that you should expect any from us who have only been defending our just rights against your invasions. We want peace. Restore to us our country, and we shall be enemies no longer. * * *

We desire you to consider, brothers, that our only demand is the peaceable possession of a small part of our once great country. Look back and review the lands from whence we have been driven to this spot. We can retreat no farther, because the country behind hardly affords food for its present inhabitants, and we have therefore resolved to leave our bones in this small space to which we are now confined.

Notwithstanding the great insecurity of their homes, they were not idle, but cultivated large fields of corn and vegetables.

Gen. Anthony Wayne observed this, and in one of his letters remarked that their lands "appear like one continued village for a number of miles, both above and below this place; nor have I ever before beheld such immense fields of corn in any part of America from Canada to Florida."

Finally, in 1818, the Delaware Indians, at the treaty of St. Marys, ceded to the United States all of their lands in the State of Indiana, the United States promising to provide a country for them to reside in west of the Mississippi and to guarantee to them the peaceable possession of the same. They were to have, in addition to the sums promised by previous treaties, $4,000 a year and were to be allowed to remain three years longer in their homes. The Government also



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agreed to pay them for their improvements on their lands and to give them 120 horses and a sufficient number of pirouges to aid in transporting them to the west side of the Mississippi; also provisions for the journey.

In 1829 a supplemental article was added to this treaty in which it was agreed that the country in the forks of the Kansas and Missouri rivers selected for their homes "shall be conveyed and forever secured by the United States to the said Delaware Nation as their permanent residence, and the United States hereby pledges the faith of the Government to guarantee to the said Delaware Nation forever the quiet, peaceable, and undisturbed enjoyment of the same against the claims and assaults of all other people whatever."

An additional permanent annuity of $1,000 was promised; 40 horses and the use of 6 wagons and ox teams to assist in the removing of heavy articles; provisions for the journey, and one year's subsistence after they reached their new homes; also a grist and saw mill within two years.

By the year 1833 all of the Delawares had reached their new homes, and the Commissioner of Indian Affairs said that year, "The agent for the Delawares and Shawnees states that he was shown cloth that was spun and woven, and shirts and other clothing made by the Indian girls." The same year he reports that the Delawares had in cultivation 1,500 acres of land in grain and vegetables and were raising a great many hogs, cattle, and horses.

"They are a brave and enterprising people and at peace with all neighboring Indians."

In 1844 the chiefs and counselors of the Delawares petitioned the Secretary of War that the school funds to which they were entitled by treaty provisions might be paid to the Indian Manual Labor School at Fort Leavenworth Agency, and that they might thereafter be guaranteed the education and subsistence of Delaware children, not exceeding 50 at one time.

It developed in these negotiations that $2,000 were due them on arrears of their school funds. The Secretary assented to this request, but imposed five conditions. The most amazing one was that "the interest to be paid annually when it may suit the Treasury; and this ratification to be subject to withdrawal, and the agreement itself to recision, and to be annulled at the pleasure of the Department."

## CHAPTER IV.

In most every war in which the United States has been engaged some of the Delaware Indians aided and assisted the Government, and even in the Florida war[17] we find that the Delawares furnished about 100 warriors, guides, and scouts for the United States Army. But it seems that in their military service, like their other dealings, they were neglected. Following are two letters on file in the Office of the Commissioner of Indian Affairs on this subject:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
*June 28, 1855*

SIR: Your letter of the 15th instant, inclosing one from Agent Robinson requesting copies of lists of the names of Delaware warriors who have performed military service

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for the United States, and which were forwarded here by you in September, 1853, was duly received.

For his convenience and information I transmit herewith copies of the lists named by him, also one naming those Shawnees who have obtained bounty-land warrants for services in the Florida war, which was furnished to the Office at the same time.

Very respectfully, your obedient servant,

CHARLES E. MIX, *Acting Commissioner.*

A. CUMMING, Esq.,
*Superintendent Indian Affairs, St. Louis, Mo.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
*April 23, 1862.*

SIR: I have to acknowledge the receipt of your letter of the —— instant, inclosing an application from the Delaware chiefs for money due them for military service in the Florida war, and have to inform you that as the subject pertains to the jurisdiction of the War Department, the papers have been referred to the Secretary of the Interior, with the request that the same be referred to the Secretary of War.

Very respectfully, your obedient servant,

WM. P. DOLE, *Commissioner.*

S. S. MENAGER. *Present.*

As early as January, 1793, the Delawares and Shawnees negotiated with Baron de Carondelet for lands west of the Mississippi, in the State of Missouri, and the Delawares resided there until the year 1815.

About this time the Cherokee were living on the Arkansas River at that place, which afterwards became the Cherokee Nation.

The Osages, a powerful tribe who claimed the territory, made war against the Cherokee and were about to subdue them, when messengers were sent to the Delawares in Indiana, beseeching their aid. The Delawares sent warriors to their rescue and found the Cherokee near Cantonment Gibson (later Fort Gibson), in a stockade they had erected for their defense, the Osages having seized most of their stock, destroyed their homes, and forced them to this place. As the Algonkin warriors marched in, there was great rejoicing among the Cherokee, and after a few days of rest—dancing and feasting—they marched against the Osages, who had withdrawn west of Grand River. They overtook them at a place called Cabin Creek, but this fight was only a skirmish. From there the Osages retired to a high hill on the east side of the Verdigris River. After sending their women and children across the river, which was swollen from recent rains, the Osage warriors fortified themselves on top of this hill, which is quite difficult to ascend, owing to the stone precipices around the summit. The Cherokee, and especially the Delawares, were mostly well armed with guns, the Osages principally having bows, arrows, and spears. The battle raged from early in the morning until late in the afternoon, during which the Osages would roll large stones and bowlders over the precipice to repel the assaults of the Cherokee and Delawares. But in spite of the advantage in position and numbers possessed by the Osages, the summit was gained in the afternoon, and the Osages completely routed. Their chief, Claremore, was killed and buried on the mound which was named after him. Thereafter the Cherokee had no further trouble from this source.

Another party of Cherokee went on still farther south and located in Texas, on the Sabine River, where they had established themselves as frontier guards between the settlers of Texas and the wild Indians

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of the plains, who would swoop down from the territory of the United States into that part of Mexico and had become a constant menace to her subjects in that part of the Republic now known as Texas. These Cherokee, too, soon needed the aid and assistance of the Algonkins, and the Delawares, true to their alliance, the Shawnees, and a few other of the Algonkin tribes again went to their rescue.

Here, on the Sabine River, we find the Indians, who justly claimed much of the North American continent, making a treaty first with one class of the invaders and then with another, and finally getting a grant, or an acknowledgment of title, to the land from both Mexico and Texas, and, having faith in their promises and fighting for the protection of Texas, only to find themselves cruelly driven away as soon as Texas was able to do without the Indians' aid, notwithstanding the fact that Texas had guaranteed to protect them against invasion, or purchase the land should the Indians wish to sell.

This chapter of the history is well told by referring to parts of an old letter, which is as follows:

The undersigned, chiefs of the Shawnee and Delaware Indians, acting for their tribes, having faith in the justice and truth of our white brethren in the great State of Texas, and faith in the promise of their Great Captain, Sam Houston, and others in the world beyond the skies, respectfully ask the assistance, relying upon the promises aforesaid of your excellency, in carrying out these promises made in good faith to our people.

The agreement between the Delaware and Shawnee Indians entered into between the Republic of Texas and themselves was unfortunately lost and destroyed by fire some time during the year 1855. We have, through the aid extended by many of your people, been made acquainted with many facts which conclusively proves to us that we are in justice entitled to consideration and help from the white brethren of the State of Texas.

The first fact to which we beg to call to your attention as tending to prove our rights to consideration and aid from the State of Texas, is the treaty signed at Colonel Bowles's village, on the 23d day of February, 1836, in the first year of the provisional government of Texas; for a more detailed description of the matters set forth in the treaty, reference is here made to the record of the same in the Department of State and the War Department.

The treaty shows that its object and purpose was to provide for an everlasting peace between the Shawnees and Delawares and the Republic of Texas, and the various other tribes within the borders of the Republic.

A short time subsequent to the making of this treaty, the history of Texas records the fact, and the same is recollected by many of the pioneers of your great State, that a conspiracy was entered into between the Mexicans, then resident in your State, and many of the wild tribes of Indians, which tribes are named in the treaty before referred to, and they rebelled against the Republic of Texas. This conspiracy having been brought to the notice of the Shawnee and Delaware Indians before the whites had any knowledge thereof, it was revealed by the Shawnee and Delaware Indians, and the same thwarted by reason of the knowledge of the conspiracy being communicated to the whites before the same became well organized. The Delawares and Shawnees, on being solicited by the other Indians and Mexicans to take part in the conspiracy, refused to do so, and the head chief of the Shawnees immediately upon learning of such conspiracy dispatched his own son to notify the whites of its existence, and thereby enabled them to prepare and circumvent the same.

They suffered many indignities and deprivations of property and person by reason of having revealed the knowledge of this conspiracy to the white people, and the wild tribes and the Mexicans retaliated in various ways, and they lost a great deal of property and life by reason of their loyalty to the conditions of the treaty entered into as before stated.

These are facts that appear of record in the War Department and rest in the memory of all of the old pioneers now living.

In the year 1839 there was a general order issued by the Federal Government for the removal of all the Indians from the Republic of Texas. Through the intercession of the then acting president of your provisional government, Lamar, the commissioner who was charged with carrying out the order of removal, was prevailed upon not to molest or remove the Shawnees and Delawares.

The next fact to which attention is called as tending to prove our consideration to aid and to help, and to be reimbursed for the land ceded to us by treaty, is two letters from commissioners of the State of Texas, written January 4, 1841, and also to an account allowed by President Sam Houston for expenses incurred by the Delawares and Shawnees for fer-

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riage for themselves and horses in crossing the river to go on the warpath against the Comanche Indians, and to suppress them at the instance of the Republic aforesaid. The records of the Department of State show the issuance of ammunition to these Shawnees and Delawares for the purpose of carrying on this war for the suppression of the Comanches. The records further show that the Shawnees and Delawares afterwards acted as interpreters in the peace brought about by their services at the council which lasted from the 28th day of March to the 17th day of April, in the year 1842. The records further show that President Houston gave his duebill to Joe Harry and Jack Harry for services in protecting the frontier in 1842.

The records further show that one Jim Shaw, a Delaware Indian, in 1841, rescued a Mrs. Tidwell and her children from the Comanches, and delivered them to their bosom friends. This evidence is referred to for the purpose of showing that the Shawnees and Delawares were always loyal to the treaty entered into between them and the State of Texas on the 23d day of February, 1836, which treaty is signed by Sam Houston and John Forbes on the part of the provisional government of Texas, and the head chief of the various tribes mentioned in said treaty. These facts, taken in connection with the valuable services rendered by them during the various, Indian wars, as shown by the records of the War Department, prove that they are entitled to be reimbursed for the lands ceded them by the Republic of Texas.

We also call attention to the minutes of the council held at Tiwocana Creek, commencing on Tuesday, the 28th of March, 1843. There was present as commissioner in behalf of the provisional government of Texas, G. W. Terrell, John S. Black, and T. J. Smith, and T. Brysen, secretary of said commission; the commission on behalf of the United States was Hon. Pierce Butler. The following tribes were represented in this council, viz: The Delawares, Shawnees, Caddoes, Waccoes, Ironise, Anadarkas, Tawaconos, Keeches.

The following individuals acted as interpreters during the sitting of the council, viz: John Conner, Jim Secondeyne, Jim Shaw, Louis Sanchez, Jessy Chisholm, and Red Horse. These were the chief men of the Delawares and Shawnee Indians, and were used by the State of Texas in negotiating and treating with the other tribes of Indians.

The agreement for a treaty was effected at this council between all the hostile tribes of Indians within the borders of the State, and afterwards all these tribes were removed to the Indian Territory with the exception of the Shawnees and Delawares, to whom the commissioners on the part of Texas ceded 40 square miles of land situated on the Brazos River.

In view of these facts, and knowing traditionally of our rights to the land so ceded by the commissioners of the provisional government of Texas, for meritorious services as heretofore described, and upon investigation of our rights to the same, we have concluded to ask this great State to reimburse us for the same, or to cede us other lands in lieu of the same that we may have a home, the fee to be held in the remainder of our nation in trust for all.

In conclusion, we will say that believing in the justice of our rights and relying on the bounty of the State of Texas for redress of wrongs, we ask that other lands be ceded to us in lieu of those, or that an appropriation be made of sufficient money to purchase other lands in place of those formerly ceded us for the purpose of a home.

Though there never were more than 250 Delaware Indians at any one time in the State of Texas, yet they played a most important part in that State during its formative period, and authentic documents still exist containing a record of their many notable deeds of heroism entitling them to a high place in the history of the "Lone Star State."

From Marcy's Explorations of the Red River we get the following:

The Comanches during the past year have not been friendly with the Delawares and Shawnees, and although there has as yet been no organized demonstration of hostilities, they have secretly killed several men, and in consequence our hunters entertain a feeling of revenge toward them. They, however, go out alone every day upon their hunts, are frequently 6 or 8 miles from the command, and seem to have no fears of the Comanches, as they are liable to encounter them at any moment; and being so poorly mounted that they could not escape, their only alternative would be to act on the defensive. I have cautioned them upon the subject several times, but they say that they are not afraid to meet any of the prairie Indians, provided the odds are not greater than six to one. They are well armed with good rifles—the use of which they understand perfectly—are intelligent, active, and brave, and in my opinion will ere long take ample satisfaction upon the Comanches for every one of their nation that falls by their hands.

* * * Upon passing the trail of the Indians to-day, one of our Delawares looked for a moment at the foot-prints, picked up a blade of grass that had been crushed, and said

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the trail was made two days since, when to us it had every appearance of being quite fresh; subsequent observations satisfied us that he was correct.

Upon another occasion, riding along over the prairie, I saw in the sand what appeared to me to be a bear track, with the impression of all of the toes, foot, and heel; on pointing it out to one of the Indians, he instantly called my attention to some blades of grass hanging about 10 inches over the marks, and explained to me that while the wind is blowing these blades are pressed toward the earth, and the oscillation thereby produced had scooped out the light sand into the form I have mentioned. This, when explained, was perfectly simple and intelligible, but I am very much inclined to believe the solution of it would have puzzled the philosophy of a white man for a long time.

A few such men as the Delawares attached to each company of troops upon the Indian frontier would, by their knowledge of Indian character and habits, and their wonderful powers of judging of country, following tracks, etc. (which soldiers can not be taught), enable us to operate to much better advantage against the prairie tribes. In several instances when we have had our animals stray away from camp I have sent six or eight teamsters for them, who, after searching a long time, would often return unsuccessful. I would then send out one Indian, who would make a circuit around the camp until he struck the tracks of the lost animals, and following them up would invariably return with them in a short time. In this way their services are almost indispensable upon an expedition like ours.

One of the Delawares has seen fresh buffalo tracks to-day going to the southeast, and we still cherish the hope that we may yet encounter them.

John Bushman, our interpreter, was much surprised to-day, on calling a doe toward him with a deer bleat, to see a small fawn following after its mother; but imagine his astonishment when immediately behind the fawn came a huge panther bounding rapidly toward him, and in a twinkling he fastened his claws in the vitals of his victim. He, however, in this instance, caught the tartar, and paid dearly for his temerity, as John, with a spirit of indignation that would have done credit to the better feelings of any man, raised his rifle and, instead of killing the deer, which was entirely at his mercy, planted the contents in the side of the panther.

The method of hunting deer by the use of the bleat is practiced extensively by the Delawares in this country and with great success.

## In the Indian Office at Washington, D. C., will be found filed the the following letters:

BRAZOS AGENCY, *October 7, 1855.*

Major NEIGHBORS.

DEAR SIR: I left all well at my agency, and the Indians quiet and contented.

Twenty-four of Shanico's tribe came in and reported that he will be in before long. The men returned from Mexico bringing some nine or ten horses, which Tekinsee took from them and turned over to me. He also sent a man to a band of Taconies and brought in five more horses, four of them Delaware horses and one Pino Shaw's horse. Men are at work and pushing things. The party of Delawares that left when you did, or a day or two after, returned bringing seven scalps and two horses. They report that they followed the trail for several days, after their horses, and that it gave out, but they continued the direction until they struck a fresh trail, which was the two that killed Skidmore. They followed that trail across Red River and stopped at noon, when a party of ten Comanches Indians came up to them. They had a conversation and finally camped together, each party watching the other, for Jacob says he could understand every word they said and they agreed among themselves to attack the Delawares, kill them, and take their horses next morning at daybreak.

But the Delawares lay awake all night, and at daybreak they opened fire upon them and killed four, charged the rest and killed all but two, one of whom was badly wounded, and the other they could have killed but they wanted him to carry the news of their defeat back to the Comanche. One they did not scalp, as he fell in a water hole and sank. They brought the bows, lances, shields, and tricks of the party.

They told Jacob that they had met the Indians that killed old Skidmore and had learned from them that there were plenty of horses down here, and that they were on their way down to kill and steal, and that there was a large war party coming down to kill John Conner, Ketemsee, Lambshead, and all they could find.

They seemed to know all about the condition of the posts and our frontier, and said that they had joined the Sioux Indians against the whites in the north. The captain commanding the party killed was Yamparico and had a black cloth coat, an undershirt, and a daguerreotype with him, and on his shield were some twenty white scalps, mostly white women. I have this shield and spear.

The two Indians that killed Skidmore went on to the San Saba and stole seven horses and came back in their trail to the Caddo Peaks. From there they struck due north and

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went to the main Comanche camp. A party of 12 men followed them and lost the trail. They then came on to the posts and then here to see Captain Ross.

I have no doubt we will have the devil to pay, and our frontier is in the greatest danger. I hope you may succeed in your plans, as it is the only hope I have of having anything done. The Indians here are ready and willing to go against the Comanche, and I think them about the best protection we have if they were managed by some white man.

A few killing scrapes will give them a distaste to these parts, anyhow. Jacob learned from the captain he killed that the point selected for winter quarters of all the wild Indians was on main Red River, where it runs through the mountains, and that some eight or ten tribes united with the Sioux in their war. John Conner says he ascertained from a Noconee that that is where they expect to winter.

I think there would be no difficulty in finding them if an expedition were gotten up. I shall return to the Clear Fork in the morning and will keep a sharp lookout for any strange Indians. I will make requisition on Major Paul for a detachment of men to go out to the agency and remain there, as I think it proper to give the Government employees all the protection I can.

Respectfully, etc.,

J. R. BAYLOR,
*Special Indian Agent, Texas Indians.*

COMANCHE AGENCY, TEX., *January 1, 1857.*

The bearer of this letter, John Conner, a Delaware Indian, has been my interpreter for the last two years, and has been known to me for many years.

I recommend him to the kindness of all Americans who may meet him. I know him to be a man of truth, honesty, and integrity.

He has been on the frontier of Texas for nearly thirty years, and has rendered to the governments important services; so much so that the State of Texas has given him a league of land and made him a citizen of the State.

I ask of all who may meet Mr. Conner a kind reception, and can assure them that the people of Texas, who know him, will appreciate it. The man who has devoted the best of his life in trying to make peace with the wild and warlike tribes on our frontier, who has often risked his life and lost his property, is certainly entitled to the kindness and respect of the people he has served so faithfully.

I therefore ask that Mr. Conner may meet with the kindness he so well deserves from all good citizens.

JOHN R. TAYLOR,
*Indian Agent, Texas Indians.*

James Swanuck, James Saghundai, James Conner, Delaware Charley, Wetowka, Crane, Solomon Everett, and Bob Skirkett, all Delaware Indians, accompanied Fremont in 1853 across the Rocky Mountains and assisted him in redeeming the State of California from the Mexicans. In Mr. John Charles Frémont's work, Memoirs of My Life, are many accounts of the adventures these Delaware Indians met on these occasions. In speaking of his experience at Monterey, Mr. Fremont says:

The Delawares kept an unfailing watch from every peak or lofty crag, and with the instruction and long-practiced vigilance, clear-sightedness, and quick discernment of their race, gave notice of every movement in all directions.

One morning at sunrise everything indicated a near impending assault by overwhelming numbers. Frémont addressed his people, who assured him with one voice that they were ready to meet death with him on the spot rather than surrender. The Delawares prepared themselves at once for their last battle. They arrayed themselves in their full finery, put their red war paint on themselves and on their horses, and with all their weapons in order, made the circuit of the camp, singing their war and death songs, their chargers prancing in apparent sympathy with their riders in the solemn but exultant enthusiasm of the occasion; but the enemy shrunk from the crisis.

He further says they were resourceful, brave, excellent marksmen, truthful, unwearied in watchfulness when in a hostile country, as they often were; unselfish, and displaying repeatedly a self-abnegation worthy of highest praise, excepting in one direction, thus alluded to by General Frémont in his Memoirs:

They [the Delawares] regarded our journey as a kind of warpath, and no matter what kind of a path he is upon, a Delaware is always ready to take a scalp when he is in a country where there are strange Indians.

They were skillful and intrepid scouts, and when in camp duty watchful and vigilant ever.



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Notwithstanding that they faithfully served Frémont on all occasions, and never for one moment faltered in the duties that were required of them, when their work was performed and they received their discharge the United States Government denied the responsibility of fulfilling the contract that General Frémont made with them, and, as far as I know, to this day neither they nor their heirs have received the money or land warrants to which they were entitled.

Following is a certificate signed by General Frémont and two letters from the acting Commissioner relating thereto:

This will certify that the following-named Delawares, James Swanuck, James Saghundai, James Conner, Delaware Charley, Wetowka, Crane, Solomon Everett, and Bob Skirkett were with me on an exploring expedition to California in the year 1846; that, being on the shore of Lake Hamath about the middle of May of that year, I received directions from the United States Government which changed the exploring expedition into one of a military character, to which the services of the above-mentioned men were valuable and necessary.

To induce them to undertake the new service which would be required of them, I promised that I would endeavor to obtain for them the additional compensation of $2 a day each, which I offered them on the part of the United States. They accepted the offer and enlisted accordingly in the service of the United States.

This engagement was afterwards renewed in July, when the war broke out openly in California, when they enlisted for the war. From that time (15th May) until about the 20th of November they were actually and efficiently engaged in this service, performing their duties with remarkable courage and fidelity, by which they entitled themselves to all the favors and consideration which have been granted or may be granted to the men who served in the Mexican war.

Among the rest they are entitled to land warrants.

J. C. FRÉMONT.

NEW YORK, 56 WEST NINTH STREET,
*March 21, 1857.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
*Washington, June 10, 1886.*

SIR: I am in receipt of a letter from the United States Indian agent at the Quapaw Agency, Ind. T., in which he states that Mr. George Washington, one of ten Delaware Indians who accompanied Gen. John C. Frémont on his California expedition in 1853–54, has in his possession an agreement in writing which reads as follows:

"WESTPORT, MO., *September 16, 1853.*

"I have this day made an agreement through Jim Secondi by which ten Delaware hunters, good men, are to accompany me on my journey to California and back to this country. The ten Delawares are to furnish their own animals, and are each to be paid $2 per day. They are to provide themselves with good animals, and if any of their animals should die upon the road I am to pay them for the loss.

"They will of course be furnished by me with ammunition, and the saddles which are furnished are at my own cost.

"JOHN C. FRÉMONT."

The agent states that Mr. Washington has also a copy of a statement bearing the signature of the ten Delawares, detailing the amount due each for work and loss of animals, and requests to be informed as to whether or not the United States has ever assumed the said indebtedness incurred by General Frémont; and if so, how to proceed to procure the same for the claimants.

I will thank you to inform me if the Government is in any way liable for the above indebtedness; and if so, what steps are necessary to be taken by the said Indians to secure the payment of their claims.

Very respectfully,

A. B. UPSHAW,
*Acting Commissioner.*

The THIRD AUDITOR OF THE TREASURY.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
*Washington, July 9, 1886.*

SIR: Referring to your letter, dated June 1, relative to ten Delaware Indians who claim that there are moneys due them for services rendered as scouts for General Frémont on his California expedition in 1853–54, I have to advise you that the honorable Secretary of War,

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by letter dated the 29th ultimo, states that the United States is not responsible for this indebtedness, as General Frémont conducted at his own expense an exploring party to the Pacific coast.

Very respectfully,

A. B. UPSHAW,
*Acting Commissioner.*

J. V. SUMMERS,
*United States Indian Agent, Quapaw Agency, Ind. T.*

Not only did the Delaware Indians accompany Frémont in the California and Mexican war, but a number volunteered and served under Col. W. S. Harney for a term of six months from the 1st day of January, 1846. When discharged they believed themselves entitled to compensation for forage and other extras, as they only received their monthly pay and subsisted their own horses; they also believed that they were entitled to the proper quota of land due them as bounty. Their request was referred to the Secretary of War, but so far I have not been able to ascertain whether or not they received satisfactory results.

Some of the Delawares engaged themselves as trappers, hunters, and scouts for the Great Hudson Bay Fur Company, and penetrated the far northwest; and to-day some of their descendants are living in Idaho, Montana, and Oregon, affiliated with the Crows, Nez Percé, and other northwestern tribes. The number now living in the far northwest is estimated at 35. There are also some Delaware Indians at the present time in Canada, descendants of those who allied with the British interests, and some in the last few years have been found in the State of Mexico who speak the same language as the tribe, the principal body of which now reside in the Cherokee Nation.

## THE CIVIL WAR.

I feel justified by the records, based upon authentic documents, in asserting that the Delaware Indians displayed during our late civil war the highest quality of loyalty to the Federal Government, by enlisting in the Army for the Union, and by rendering the most gallant and efficient service afterwards, during the entire war, and by their example and earnest appeals to their neighboring Indians of other tribes, secured at critical periods voluntary enlistments in the Union Army.

Their patriotism was of the most earnest and practical kind, as portrayed in official reports.

For example, in the annual report of the Commissioner of Indian Affairs of 1862 (p. 23) it is recited:

As an instance of their loyalty I will mention this fact: Of 201 Delawares, between the ages of 18 and 45, 170 have volunteered and are now in the military service of the United States. It is doubtful if any community can show a larger proportion of volunteers than this.

Agent Johnson, in official report of the same year, bears like testimony to the loyalty and devotion of this people.

In the reports of the Commissioner of Indian Affairs and the Government agents during the remaining years of the war like statements are found, testifying to continued loyalty, and as to the character of the service rendered, say:

They have distinguished themselves as faithful soldiers.

The head and assistant chiefs of the Delawares foresaw the malign cloud of secession looming up threateningly as early as January 3,

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1861, pregnant with ruin and disaster to the whole country. Wherever they had influence among the Indians they used it intelligently, earnestly, and in most cases successfully, to continue in the patriotic path of duty. What a remarkable prescience they exhibited in the following appeal to "Our Loyal Grandchildren." They seem to have "scented the battle afar off:"

DELAWARE NATION, KANSAS, *January 3, 1861.*

*To O puth la yar ho la, Muscogee Chief Warrior, and our Loyal Grandchildren:*

We are much rejoiced to receive your letter by James McDaniels and David Balon. Our agent has sent it to our Great Father, the President, at Washington, and to General Hunter at Fort Leavenworth. It gives us great pleasure to hear that you are good and true friends to the President and to the Government of the United States.

We hope you will continue to be their friends. If bad men of the south ask you to go to war against the President, stop your ears, don't listen to them; they are your worst enemies; they are trying to destroy you and the country.

Grandchildren, it does our hearts good; we rejoice to hear of the victory you gained over your enemies and the enemies of the Government under your brave leader, O puth la yar ho la.

Grandchildren, we are ready and willing to help you. Our brave warriors are ready to spill their blood for you, but are only waiting to hear from our Great Father at Washington. We have asked of him the privilege of going to your assistance and hope that our request will be granted. We don't wish to go to war against the wishes of our Great Father, the President. We have heard that the President will soon have a large army in the Indian country to protect you; that he has ordered General Lane to march to your relief. We are confident that our Great Father is able and will protect his nice children.

Grandchildren, we pray to the "Great Spirit" to protect you and keep you out of the hands of the bad men of the south who are trying to destroy you and the Government. We have no fears as to the result of this war. The President has large armies in the field that will conquer and punish the rebels. We are proud of our Muscogee children.

JOHN CONNOR, *Head Chief.*
NE OON HI OON,
SAR OO XIE,
CHARLES JOURNEYCAKE,
*Assistant Chiefs.*

Done in the presence of—
F. JOHNSON,
*United States Indian Agent.*
ISAAC JOURNEYCAKE,
*United States Interpreter.*

Evidence that the Delawares were endeavoring to induce the Creeks "to stand by the Government" as early as October 9, 1861, is contained in the following letters, written by R. H. Carruth and by F. Johnson, United States Indian agent, respectively:

HUMBOLDT, KANS., *October 9, 1861.*

SIR: A part of the Creek delegation which I took to you at Camp Lane called on me last Saturday as they were returning. They have held councils with the Delawares and Shawnees and other northern tribes, and waited on me for the purpose of agreeing on a time of meeting those tribes in council. I have arranged that delegates from southern Indians be at Humboldt on the 17th of November, and have promised them to write the Shawnees to meet them on the 24th of November.

My reason for appointing their council with the northern tribes one week later is this: I did not know to what points you might require the southern delegations to be taken, and I inclose a letter to the Shawnees, leaving a blank for the place, which you can fill out and send if you approve of the arrangement.

I sent a letter to the Seminole chiefs instructing them to send the letters addressed them by Captain Pike and other Confederate officers to you by their delegation.

I also wrote to the superintendent of a mission station to confer with the other superintendent—the schools are 100 miles apart—and report to Colonel Coffin. This was done at his request, he being absent at the time the Indians were at Humboldt. I instructed him to employ an Indian runner to come here immediately should any important change have taken place among the Indians since the delegation left the Creek Nation. The Delawares wrote the Creeks, urging them to stand by the Government, and they also had a letter

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from ———, branch, central superintendent. The delegations will be here later than I had wished, but owing to the time the Creeks were among the Shawnees, and it would have been impossible until their return home with their report to induce those tribes to send up others, the time could not be fixed earlier.

I have not the slightest doubt of their coming unless force be used by the rebels to prevent, which I think hardly probable, and in which case we are to be informed by runners. I required that they show their loyalty by keeping you informed of everything the secession influence might do to prevent the Union feeling manifesting itself.

I can not believe John Ross, of the Cherokees, has done what the papers state. If so, all there is left to do is to kindle civil war over his head.

Hoping that what I have done may meet your approval,

I remain, your obedient servant,

R. H. CARRUTH.

Hon. J. H. LANE,
*Commanding K Brigade.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
*January 21, 1862.*

SIR: Your communication to this Office of the 31st December last has been received, inclosing a letter which was brought to you by a messenger from the south as you were holding a council with the Delaware chiefs of your agency, and which letter you desired to be laid before the President of the United States. Your communication also represented the readiness of the Delawares and all the other western tribes to engage in military service on the side of the Government and against the rebel States.

With reference to all these subjects, you will have an opportunity of conferring with the Commissioner of Indian Affairs (who has perused your letter in person) at Leavenworth city, for which destination he left this city on Sunday last on public business.

Very respectfully, your obedient servant,

CHARLES E. MIX,
*Acting Commissioner.*

F. JOHNSON, Esq.,
*U. S. Indian Agent, Delaware Agency, Kans.*

The saying is true that the "blood of the soldier makes the general great." It is the conscientious discharge of duty by the subordinates of an army, stating the principle more broadly, "that makes the efficient army." Black Beaver, the famous Delaware scout, is a most satisfactory example illustrative of this. His character, modest, faithful, conscientious in the discharge of every duty, and seemingly oblivious of all personal danger, places him on an exceedingly high plane, worthy of imitation. He had the absolute confidence of those that he guided from danger to safety. He never served anyone that did not bear testimony to his zealous discharge of his duties.

The following is a letter from Black Beaver to the Commissioner of Indian Affairs:

DEAR SIR: I take the liberty of addressing my grievances to you and of respectfully asking your advice in a matter in which I am earnestly concerned.

I would represent that I am an Indian, belonging to the Delaware tribe; that I have been in the employ of the Government all, or nearly all, the time since the commencement of the Mexican war. During the Mexican war I was captain of a company of Shawnee and Delawares in the United States Army.

Since that time, up to the commencement of the last war, I have been employed as a guide or interpreter by the different commanding officers at the posts of Arbuckle and Fort Cobb, in the Indian Territory, and by superintendent and agents for the Indians in the vicinity of Fort Cobb and Arbuckle, as can be attested by Generals Marcy, Emory, Sturgis, Stanley, and Sacklitt, any or all of the military officers stationed at the aforenamed posts prior to the war, as also ex-Superintendent Rector, of Arkansas, and all of the United States Indian agents in that locality.

I was at the post of Fort Arbuckle for about five years and the post of Fort Cobb one year immediately preceding the last war, and during that time had invested all of my means and earnings in cattle and hogs, and had, at the breaking out of the war, a large stock of cattle and hogs, as will be attested by some, if not all, of the aforenamed persons.

In the spring of 1861 General Emory requested me to guide his command and also the combined commands from Forts Smith, Cobb, and Arbuckle to Fort Leavenworth, Kans.,

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which I did, but hesitated about leaving my stock until General Emory assured me that I should be paid by the United States for my losses; and on that representation I complied with his request and came with his command to Fort Leavenworth, Kans., and remained there until the war ceased, when I visited my old place and found that my stock was killed, some having been destroyed by the wild Indians and some by the Southern army.

About two years since I acquainted United States Indian Agent Shanklin with the facts and asked him to adopt measures for procuring my pay for me. He (Shanklin) was agent for the Affiliated Bands of Indians in the southern superintendency, and I was at the time employed as interpreter under his direction.

I have had no word from him in the matter and do not know whether he made any effort in my behalf or not.

I therefore make this request at your hands, hoping that if it may not be in your power to give attention to such matters that you will advise me as to the best course to pursue to get my dues.

I am now an old man (upward of 60 years old) and too feeble to earn a livelihood, and what is justly due me from the Government is all that I have to depend on in my old age. Most, if not all, of the officers before named are well acquainted with me and can vouch for the correctness of my statements.

As to the extent and nature of my claim, I can furnish abundant proof, as many persons of my acquaintance before the war are at their old places.

I would respectfully ask that you make inquiry of General Marcy or General Emory, as to my character and claim, and that you would advise me as to the best course to pursue in the premises.

I have never realized 1 cent from the property that I abandoned, and am now in need.

I do not think that Agent Shanklin has made any effort whatever in my behalf, or if he has, it has been done in such an indirect manner that he has either accomplished nothing or failed to advise me of the result.

I have the honor to be, very respectfully,

BLACK BEAVER.

Address box 22, Baxter Springs, Kans.

The COMMISSIONER OF INDIAN AFFAIRS,
*Washington, D. C.*

Gen. W. H. Emory wrote to the Commissioner of Indian Affairs in reference to Black Beaver as follows:

WASHINGTON, *June 12, 1869.*

GENERAL: I have read carefully the letter of Black Beaver, the Delaware guide, dated Baxter Springs, Kans., June 3, 1869, and I hereby certify that it is every word true. And I exceedingly regret that the Government has so far neglected the claim of this worthy and patriotic man who has rendered such eminent and valuable service.

When the war broke out I was in quasi command of the troops in the Indian country, on the northern frontier of Texas—that is to say, I was to take command and withdraw the troops only in case Arkansas passed the act of secession. She never passed that act before proceeding to actual hostilities and to the attempt to capture the troops stationed in the Indian country, so that when I got information of what was going on I was obliged to act without orders from the Government. Orders subsequently arrived, but not until long after the steps were taken which I now describe and in which Black Beaver rendered such splendid service.

That step was to concentrate all the troops at Arbuckle and withdraw them en masse. Before the concentration could be effected I learned from undoubted authority that 4,000 rebels from Texas were marching directly on me and that some 2,000 from Arkansas were moving to strike my flank.

This compelled me to seek, with my comparatively small command, the open prairie. To do this guides were essential, and, of all the Indians upon whom the Government had been lavishing its bounty, Black Beaver was the only one that would consent to guide my column.

He was living near Fort Arbuckle, in a comfortable house, surrounded by his family, with a small farm well stocked with cattle and horses, and a field of corn. All these he abandoned to serve the United States, with a full knowledge that in doing so his horses and cattle would be seized by the enemy, and his property destroyed, and such was the case, and Black Beaver has never returned to his home, and it is my belief if he was now to return he would be murdered by the bad white men, who in 1861 instigated the Indians to go into rebellion against the United States and whom he so greatly offended by guiding my command through the prairie in safety to Fort Leavenworth.

I need not say how invaluable was his service and great his sacrifice on that occasion. He was the first to warn me of the approach of the enemy and give me the information by

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which I was enabled to capture the enemy's advance guard, the first prisoners captured in the war.

I can not too urgently press upon the honorable Commissioner the justice of this claim and the pressing necessity there is for doing something at once to relieve the wants of this aged and worthy man.

I have the honor to be, yours, respectfully,

W. H. EMORY,
*Brevet Major-General, U. S. Army.*

Gen. E. S. PARKER,
*Commissioner of Indian Affairs.*

I estimate Black Beaver's loss at about $5,000.

W. H. EMORY.

W. H. Emory, whose hearty indorsement of the long delayed and eminently just claim of Black Beaver against the United States does him credit, was abreast of our foremost army officers in conspicuous and efficient service for many years. He felt when he penned that letter that his friend Beaver deserved well of the Republic, and no doubt greatly regretted the Government's neglect. He comprehended to its fullest extent the value, at personal sacrifice, of the service rendered his soldiers (and himself) in extricating them from very serious danger. If the Confederates had succeeded in capturing his command, their prestige would have been greatly increased and the Federal cause proportionately injured. We can not now measure the value of the services of the veteran scout, but if disaster had befallen General Emory several chapters relating to the civil war would have been differently written.

There was no drafting during the civil war in Kansas amongst the Delaware Indians or amongst those Indians who had long selected them as their guides. There was no bounty jumping, either. All history records that where the Delaware adopted a cause he entered into it with his whole soul. He is ignorant of half measures. The difficulty was never in inspiring him with enthusiasm, but in restraining him.

I invite the reader's attention in this connection to a letter from Captain Fall Leaf, in which he recites some of the important events of his military career. As a scout he was many years in the employ of the United States Government. As a mark of the distinguished regard and confidence the Government officials of that day entertained for him, in 1860 he accompanied the Prince of Wales, now Edward VII of England, whilst he was touring this country.

DELAWARE RESERVATION, *September 15, 1863.*

DEAR SIR: I was employed by Colonel Sumner about four years ago to guide seven companies of soldiers under him in an expedition against the Cheyennes. I selected six Delawares and did the work assigned me. We whipped the Cheyennes that time, and were discharged by Colonel Sumner and paid off. Colonel Sumner, however, in addition to the money paid me, promised that the Government should give me 160 acres of land. I have never received this land, and I would be glad to have you write to me how to get it.

Colonel Sumner also told me after we were discharged, that if at any time thereafter I should want anything that I should call on you and you would grant it.

One year afterwards I was again called upon by Major Sedwick, and, with six Delawares whom I selected, I guided three companies of soldiers under the major against the Kiowas, and we whipped them also. Major Sedwick also promised me land, and, like Colonel Sumner, told me whenever I wanted anything to call upon the Government and they would grant it.

Again, in the fall of 1861, at the request of Major-General Frémont, I raised a company of 54 Delawares and proceeded, under the instruction of Maj. F. Johnson, our agent, and at the request of General Frémont, to Springfield, Mo. We had no fight this time, but we did all that was required of us, and we went back to Sedalia with General Frémont, and then he paid us off and discharged us. At this time also, General Frémont promised me 160 acres of land and told me also that at any time I wanted anything of the Government to let them know and I should surely have it.

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In the summer of 1862 I went out under Colonel Ritchie, of Topeka, Kans. (and had a fight near Fort Gibson; we saw the enemy, the Choctaw Indians, the half-breed; we play ball with them; 50 we laid on the ground; 60 we took prisoners, even the Choctaw general; him I took myself alone; he was a big sesesh; 100 Union men he had killed. I brought him to the Cherokees; they killed him; they gave him no time to live), and Colonel Ritchie made me the same promise that the other officers did. I was captain of a company of 86 Delawares, under Colonel Ritchie, for about four or five months, and have not yet ever received one cent for these services, nor have any of my men yet been paid for these same services, although we all served faithfully and furnished our own horses.

I write to you now to ask you to see that I get pay for all these services, according to promises made me, and that my men also get their pay. We have always served the Government of the United States faithfully whenever the Government keeps its promise to us. * * *

I am, very respectfully,

CAPTAIN FALL LEAF.

Signed in presence of—
WM. J. MCNEIL CLOUGH.
PAUL JORDAN.

I forgot one thing more. We wish you would ask the President to send our men all home. We do not wish to have them discharged away from home. We want them sent back home and then discharged. We are afraid of our homes, and we want the men at home to protect our own women and children, and our own property. We wish you would also let us have about 200 guns, with powder and lead, so that we may be ready in case any danger arises at any time.

You will please direct your answers to—

CAPT. FALL LEAF,
(Care Wm. McNeil Clough, Leavenworth City, Kans.).

Hon. W. P. DOLE,
*Commissioner of Indian Affairs, Washington City, D. C.*

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## CHAPTER V.

For a brief space the Delaware Indians enjoyed comparative rest in their new Kansas home. They had yielded to the pressure of the resistless tide of white immigration, and had been forced backward from the waters of the Chesapeake and Delaware bays, step by step, sometimes with their reluctant consent, but more often by force, and always under the alluring promise that their new home should be preserved to them for all time, and that they should never again be disturbed.

Their peace, however, was of short duration, and their dream of a home secure from the rapacity of the white man was soon found to be as evanescent as it had ever been in the past. Hardly had they become accustomed to their surroundings and begun to feel somewhat satisfied with their new situation when the tide of Western home seekers began to make its appearance.

"The first low wash of waves where soon
Shall roll a human sea."

They were soon encompassed on every side by settlers, and the history of their difficulties and discouragements was again repeated, their lands coveted and trespassed upon, their timber cut and destroyed. They were denied the protection of the law to either their property or persons, and in the hope of satisfying the demands of their neighbors and of the Government were persuaded, in 1854, to enter into a treaty with the United States by which they ceded 558,555.46 acres of the choicest of their lands in trust, which brought

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them $1,054,943.37, and at the same time to cede to the United States what was known as the "Outlet," a tract containing more than 1,000,000 acres, for the paltry sum of $10,000. That this was a scheme concocted in defiance of the law and in violation of former treaty provisions is sufficiently evidenced by the act that this treaty was never consented to by the Indians in general council, and that the $10,000 referred to was paid to the men who signed the treaty on behalf of the Delaware Nation. The main body of the Delawares, exasperated and outraged by this proceeding, were cajoled into acquiescence by the specious argument that although the proceeding was irregular and unjust, yet as it would doubtless result in their perpetual peace and undisturbed possession of their remaining lands, it was worth the sacrifice.

Here again the fair promises ever held out as an inducement to the Indian to part with his birthright were as elusive as before, for no sooner had the lands thus surrendered been occupied than the pressure became as intolerable as ever.

In the meantime the railroad had made its appearance in the land and was demanding of the politician at home and the Administration at Washington the removal of the Delawares to some other and more remote place, in order that it might have the benefit of their possessions for speculative purposes. With the reappearance of this resistless enemy of the Indian and the reservation system, the Delawares realized that their doom was sealed. The railroad and the settler pressed the politician, the politician pressed the Administration, and the Administration pressed the Indians.

The Leavenworth, Pawnee and Western Railroad Company desired a large portion of the lands remaining to the Delawares, and sought to effect arrangements for acquiring them. The history of the schemes resorted to for this purpose would exceed the limits of this volume. Suffice it to say the struggle became a triangular one, the Delawares seeking to retain the little remnant of ground left to them, the railroad company seeking to acquire it by any means, fair or foul, and the white settler needing and seeking a means of securing a home upon it, and in doubt and perplexity as to the extent of his rights.

This situation is perhaps as well illustrated as it can be by a letter written in March, 1862, by one of the settlers to the Hon. Lyman Trumbull, then a United States Senator from the State of Illinois, as follows:

ELWOOD, KANS., *March 22, 1862.*

HON. LYMAN TRUMBULL.

DEAR SIR: I wish some information about the Delaware Indians. I will just state that our Senators, Lane and Pomeroy, in speeches and otherwise, urged the settlement of those lands, and as a consequence about 2,000 people are upon those lands, many of them refugees from oppression in Missouri, desiring to make homes for their families in the truly loyal State of Kansas.

Now, we have recently heard that they will be driven from there to make room for an imaginary railroad company, who, I believe, will not come up to their agreement with the Government.

They have advertised to sell said lands and take one-third of the purchase money, when, if a man comes with $5, they will take it and make out his papers for $50, $100, or $200, and get all they can.

They also have agents in all the towns around to sell land, and if they can not sell lands sell the timber off the lands for firewood, rail, and saw timber at a small price. I will send you one of their notices. The timber is being cut at a dreadful rate now.

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Sir, if they had the lands "bona fide," would they thus willfully destroy the timber? I have recently passed through the reserve, and the timber near Lawrence and Oskaloosa is very much destroyed already.

I hope, sir, you will call the attention of the President to these facts and let me know all about it by letter.

I dislike troubling our Senators at this time, but it is an important matter to at least 2,000 as good and loyal people as there are to be found.

And indorsing your course as a statesman for many years, I have taken the liberty to claim your time and patience.

Please write at your earliest convenience and give me all the information you can.

Please send us occasionally some public documents.

Very respectfully, your friend, P. C. FERGUSON.

The result of all this was that the railroad company acquired 223,966.78 acres of the Delaware lands for $286,742.15, including the choicest corn land of that famous region, then worth many times the price paid for it. This, together with some 36 sections conveyed to the Wyandottes in 1848, reduced the Delaware holding to 100,092.41 acres. Even the nominal price thus agreed upon was not paid to the Indians at once, but its payment was deferred for many years, and in the meantime the Indians were given security upon 100,000 acres only of the land they had sold, the railroad company, in the meantime, having the right to sell 123,966.78 acres without a particle of security, which they immediately did. The prices realized by the railroad company ranged from $20 to $50 per acre, making a net profit of about $4,000,000 on the Indians' land without a cent of investment. This unconscionable trade was entered into by the Indians, not of their own wish, but they were forced into it by a series of oppressions and embarrassments. The white settlers were demanding the removal of the Indians from the State, that their lands might be opened to settlement. In order to harass and annoy them, legislation was enacted subjecting their lands and improvements to taxation in direct violation of the specific provisions of their treaty, and they were threatened with tax sales on account of nonpayment. As has been shown, their farms were invaded and trespassed upon, their timber destroyed and stolen, and when they asked redress or relief in the local courts it was denied them. At the same time they were urged by politicians and others claiming to be their friends to dispose of their lands to the railroad company and thus get rid of their vexations and discouragements.

Thus harassed and irritated beyond further endurance, the Delawares determined to again put themselves, if possible, out of the reach of their tormentors. A council was held, and in May, 1863, a communication was addressed to the Commissioner of Indian Affairs requesting permission to withdraw $800 of their invested funds, with which to defray the expenses of a delegation of their people to the Rocky Mountains, in the forlorn hope that in those wild and rugged fastnesses they might succeed in finding a harbor of refuge.

To this plea the Commissioner of Indian Affairs, Mr. William P. Dole, replied that the Department was not satisfied with the climatic condition believed to exist in the Rocky Mountain region, and recommended that a location be found in the Indian Territory lying between the States of Kansas and Texas. He stated that he greatly desired "a removal of the Delawares from Kansas, provided they can find a location in the Indian country that can be obtained as a permanent home."

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Practically all the able-bodied men of the Delaware tribe having enlisted in the army of the North, negotiations were suspended until after the war, when treaties were entered into between the United States and what are known as the Five Civilized Tribes, residing in the Indian Territory, by which it was provided that the United States might locate friendly Indians within the territory claimed by said tribes upon such terms as might be mutually agreed upon.

On the 4th day of July, 1866, a treaty was finally entered into between the Delawares and the United States, providing for the removal of the Delawares from the State of Kansas to the Indian Territory. In this treaty it was agreed that any Delaware who desired to remain in Kansas and become a citizen of the United States might do so, and receive a share of the land and his proportion of the invested funds of the tribe. The names of all the others were carried upon a certain list and were to remove to the Indian Territory, where a tract of land of sufficient size to give 160 acres to each Delaware was to be purchased by the United States, being first selected by the Delaware Indians, and was to be paid for out of the funds belonging to the Delawares. The members so removing to the Indian Territory were known as "Registered Delawares."

Authority having been given to the Delawares to send a delegation to the Cherokee Nation, for the purpose of examining the country and making a selection, they appointed Capt. John Connor, head chief, Captain Sarcoxie, Charles Journeycake, Joseph Armstrong, Andrew Miller, and Isaac Journeycake, as such delegates, who proceeded to the Cherokee Nation in the fall of 1866, and, after looking the country over, determined to recommend—

that part of the country on the Little Verdigris or Caney, beginning at the Kansas line where the ninety-sixth meridian crosses the same and running east 10 miles, thence south 30 miles, thence west 10 miles, and thence north to the place of beginning.

When the contract of purchase between the Delawares and the Cherokee came to be made, the exact location of the lands was left subject to future determination. The selection made as above, though recommended to the Delaware council, was not definitely approved.

On the 8th day of April, 1867, the formal contract was entered into between the Delawares and Cherokee as follows:

Articles of agreement made this 8th day of April, A. D. 1867, between the Cherokee Nation, represented by William P. Ross, principal chief; Riley Keyes and Jesse Bushyhead, delegates duly authorized, parties of the first part, and the Delaware tribe of Indians, represented by John Connor, principal chief; Charles Journeycake, assistant chief; Isaac Journeycake and John Sarcoxie, delegates for and on behalf of said Delaware tribe, duly authorized, witnesseth:

Whereas, by the fifteenth article of a certain treaty between the United States and Cherokee Nation, ratified August 11, 1866, certain terms were provided, under which friendly Indians might be settled upon unoccupied lands in the Cherokee country east of the line of 96° of west longitude, the price to be paid for such lands to be agreed on by the Indians to be thus located and the Cherokee Nation, subject to the approval of the President of the United States; and, whereas by a treaty between the United States and the Delaware tribe of Indians, ratified August 10, 1866, the removal of said Delawares to the Indian country, south of Kansas, was provided for; and, in the fourth article whereof, an agreement was made by the United States to sell to the Delawares a tract of land, being part of a tract, the cession of which by the Cherokee to the United States was then contemplated; and whereas no such cession of land was made by the Cherokee to the United States, but, in lieu thereof, terms were provided, as hereinbefore mentioned, under which friendly Indians might be settled upon their lands; and whereas a full and free conference has been had between the representatives of the Cherokee and the Delawares, in view of the treaties



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herein referred to, looking to a location of the Delawares upon the Cherokee lands, and their consolidation with said Cherokee Nation:

Now, therefore, it is agreed between the parties hereto, subject to the approval of the President of the United States, as follows:

The Cherokee, parties of the first part, for and in consideration of certain payments and the fulfillment of certain conditions hereinafter mentioned, agree to sell to the Delawares for their occupancy a quantity of land east of the line of the 96° west longitude, in the aggregate equal to 160 acres for each individual of the Delaware tribe, who has been enrolled upon a certain register made February 18, 1867, by the Delaware agent and on file in the Office of Indian Affairs, being the list of Delawares who elect to remove to the "Indian country," to which list may be added, only with the consent of the Delaware Council, the names of such other Delawares as may, within one month after signing of this agreement, desire to be added thereto, and the selections of the lands to be purchased by the Delawares may be made by said Delawares in any part of the Cherokee reservation east of said line 96° not already selected and in possession of other parties, and in case the Cherokee lands shall hereafter be allotted among the members of said nation, it is agreed that the aggregate amount of land herein provided for the Delawares, to include their improvements according to the legal subdivisions when surveys are made (that is to say, 160 acres for each individual), shall be guaranteed to each Delaware incorporated by these articles into the Cherokee Nation, nor shall the continued ownership and occupancy of said land by any Delaware so registered be interfered with in any manner whatever without his consent, but shall be subject to the same conditions and restrictions as are by the laws of the Cherokee Nation imposed upon native citizens thereof.

Provided that nothing herein shall confer the right to alienate, convey, or dispose of any such lands except in accordance with the constitution and laws of said Cherokee Nation.

And the said Delawares, parties of the second part, agree that there shall be paid to the said Cherokees from the Delaware funds now held or hereafter received by the United States a sum of money equal to one dollar per acre for the whole amount of one hundred and sixty acres of land for every individual Delaware who has already been registered upon the aforesaid list, made February 18, 1867, with the additions thereto heretofore provided for.

And the Secretary of the Interior is authorized and requested to sell any United States stocks belonging to the Delawares to procure funds necessary to pay for said lands; but in case he shall not feel authorized, under existing treaties, to sell such bonds belonging to the Delawares, it is agreed that he may transfer such United States bonds to the Cherokee Nation, at their market value, at the date of such transfer.

And the said Delawares further agree that there shall be paid from their funds now or hereafter to come into possession of the United States a sum of money which shall sustain the same proportion to the existing Cherokee national fund that the number of Delawares registered as above mentioned and removing to the Indian country sustains to the whole number of Cherokees residing in the Cherokee Nation. And for the purpose of ascertaining such relative numbers, the registers of the Delawares herein referred to, with such additions as may be made within one month from the signing of this agreement, shall be the basis of calculation as to the Delawares, and an accurate census of the Cherokees residing in the Cherokee Nation shall be taken under the laws of that nation within four months, and properly certified copies thereof filed in the Office of Indian Affairs, which shall be the basis of calculation as to the Cherokees.

And that there may be no doubt hereafter as to the amount to be contributed to the Cherokee national fund by the Delawares, it is hereby agreed by the parties hereto that the whole amount of the invested funds of the Cherokees, after deducting all just claims thereon, is $678,000.

And the Delawares further agree that in calculating the total amount of said national fund there shall be added to the said sum of $678,000 the sum of $1,000,000, being the estimated value of the Cherokee neutral lands in Kansas, thus making the whole Cherokee national fund $1,678,000; and this last-mentioned sum shall be taken as the basis for calculating the amount which the Delawares are to pay into the common fund.

Provided, that as the $678,000 of funds now on hand belonging to the Cherokees is chiefly composed of stocks of different values, the Secretary of the Interior may transfer from the Delawares to the Cherokees a proper proportion of the stocks now owned by the Delawares, of like grade and value, which transfer shall be in part of the pro rata contribution herein provided for by the Delawares to the funds of the Cherokee Nation; but the balance of the pro rata contribution by the Delawares to said fund shall be in cash or United States bonds, at their market value.

All cash and all proceeds of stocks, whenever the same may fall due or be sold, received by the Cherokees from the Delawares under the agreement, shall be invested and applied in accordance with the twenty-third article of the treaty with the Cherokees of August 11, 1866.

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On the fulfillment by the Delawares of the foregoing stipulations, all the members of the tribe registered as above provided shall become members of the Cherokee Nation, with the same rights and immunities, and the same participation (and no other) in the national funds, as native Cherokees, same as hereinbefore provided.

And the children hereafter born of such Delawares so incorporated into the Cherokee Nation shall in all respects be regarded as native Cherokees.

WILL P. ROSS, *Principal Chief.*
RILEY KEYES, *Cherokee Delegation.*
JOHN (his x mark) CONNOR, *Principal Chief.*
CHARLES JOURNEYCAKE.
ISAAC JOURNEYCAKE.
JOHN (his x mark) SARCOXIE, *Delaware Delegation.*

Executed and delivered in our presence by the above-named delegates of the Cherokee and Delaware nations at the city of Washington, in the District of Columbia, the day and year first above written.

JOHN G. PRATT.
W. A. PHILLIPS.
EDWARD S. MENAGETH.

DEPARTMENT OF THE INTERIOR, *April 11, 1867.*

The within agreement between the Cherokee and Delaware tribes of Indians, concluded on the 8th instant, and providing for uniting the two tribes as contemplated by the Cherokee treaty of July 9, 1866, is respectfully submitted to the President, with the recommendation that it be approved.

O. H. BROWNING, *Secretary.*

Approved April 11, 1867,
ANDREW JOHNSON.

Although the Delawares had now parted with the last vestige of their lands in Kansas, and, as in former times, had been overreached and figured out of the principal part of its value, they were loath to leave their fertile fields and the localities to which they had become much attached during a residence of more than thirty years. But as fate seemed to have determined that the vicissitudes which had pursued them for three centuries should not end here, or perhaps as long as a flush of the blood of his ancestors should remain upon his brow, he was hurried and jostled from the land, and though illy provided for a journey in winter weather, they began the process of removal in the fall and winter, many leaving in December. The weather was extremely cold and damp, and it required many days to make the journey in their wagons, driving such stock as they possessed and incumbered with their household goods, their children, and their aged and sick, many dying along the way. On arriving in the Territory they settled upon unoccupied land, each one selecting for himself, and in many instances purchasing the improvements of such Cherokee as were willing to sell.

It was not an exodus of the whole Delaware people in one body, but each individual prepared himself and family for the journey and made it as expeditiously as his circumstances permitted, sometimes a single family going alone, at other times several families joining together. Sometimes it was necessary to return with wagons, making two or more trips. Thus, it was several months before the removal from the Kansas Reservation was entirely accomplished.

## CHAPTER VI.

The Delaware Indians were by instinct good farmers, as in times past they had by instinct been good hunters and warriors. They

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were accustomed to the raising of stock and the tilling of the soil, and at once settled upon and occupied the lands along the borders of the Verdigris and other streams most favorably adapted to agriculture. At this time the Cherokee were violently opposed to the allotment of their land in severalty, it being their fixed determination to hold them in common for all time, the right to do which had been guaranteed to them by treaty. Indeed, any member of the tribe who at this time would have advocated the division of the lands in severalty would not have been able to remain in the country in safety, and several holding these views were obliged to flee. The Cherokee, while in some respects highly civilized, having a complete governmental organization, with schools, asylums, seminaries, etc., were essentially pastoral in their instincts and habits. They preferred to build their houses by the side of streams, where the water babbled over rocks; where in the summer they could lie in the cool shadows and fish while their herds grazed on the open pastures far away. The result was the individual Cherokee selected for his home land that was unfitted for agricultural purposes, whereas the Delaware, whose purpose was to devote his life to pursuits purely agricultural, selected the choicest land for this purpose.

The Delawares had been located among the Cherokee but a very few years when the superiority of their farms, homes, and the more orderly conduct of their business and social affairs began to attract the notice of travelers and the officers of the Government.

The United States Indian agent for the Five Civilized Tribes, in a report made in 1890, discussing this condition, says:

> Among the Delawares nearly every farmer of any pretensions has an orchard. Among them we find some of the best merchants, and there are mills of various kinds owned by them in the different settlements. Their houses are for the most part well built and substantial, and their fences, outhouses, and other improvements are well taken care of. No one who has ever visited the Delaware settlements could fail to note the fact that they are among the most thrifty and intelligent Indians in the entire Indian country.

This is only in line with the representation made by all persons who have visited the settlements of the Delawares from the time of their removal to the Cherokee Nation down to the present. Their churches and schoolhouses are notably the most commodious, best arranged, and best cared for in the country. The same may be said of their homes and their improvements. They have always been an example of good.

One would suppose that, having paid so liberally for the rights they were to acquire in the Cherokee Nation, and having selected lands not chosen or occupied by Cherokee, and having come into the country by the invitation of the Cherokee Nation, the two people would enjoy peaceful and harmonious relations; in this, again, the Delawares were destined to meet disappointment, for notwithstanding all these considerations and good example set to their neighbors and the general benefits that accrued by the settlement of these people within the Indian Territory, petty jealousies began to arise at once and discriminations to be made against them. They were numerically far in the minority, and local legislation and the administration of public affairs was hostile to their interest wherever it was possible for any contrariety to exist.

It will be noted that under the contract between the Delawares and Cherokee, already referred to, the Delawares purchased 157,600

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acres of land, for which they paid $1 per acre. At this time there were immense tracts of public land in the United States of the very highest quality, which the Government was selling at $1.25 per acre, and passing a complete fee title thereto. The Cherokee were jealous of white settlements in their midst, preferring friendly Indians, and it was for this reason that by the 15th article of their treaty with the United States, made in 1866, they had provided that the United States might locate friendly Indians among them. Hence it will be seen that the price paid by the Delawares for the lands occupied by them was a full and fair market price, at the time the contract was made, on the basis of a complete transfer of title in fee simple.

In addition to the purchase of specific tracts at the prices mentioned, the Delawares paid into the Cherokee national treasury the sum of $121,824.28 for the purchase of equal rights and equal participation in the Cherokee national government and in its property and funds. This amount was determined, as provided in the treaty of 1866 between the United States and the Cherokee, that any tribe to be settled upon Cherokee lands should "pay into the national fund a sum of money not greater in proportion to the whole existing fund than their numbers bear to the whole number of Cherokee." In other words, the Cherokee national fund at this time was found to amount to about $123 per capita, and so the Delawares (985 in number) paid into the Cherokee treasury $123 each, amounting to $121,824.28. At this time the Cherokee owned, or claimed to own, a body of land west of the ninety-sixth degree of longitude, known as the "Cherokee Outlet," and containing about 8,000,000 acres. This land was entirely separate from what was known as the "Home Reservation," and was from time to time leased to various individuals and cattle companies for grazing and pasturage purposes. A part of the proceeds of these "grass leases" was distributed among the various national funds, and a part was from time to time distributed, per capita, among the Cherokee. Participation in these per capita distributions was denied to the Delawares and to the Shawnee, who had also purchased rights of citizenship in the Cherokee Nation, but had not purchased land.

To correct this discrimination, after vain remonstrances to the Cherokee Nation, the Delawares applied to Congress for authority to bring suit in the Court of Claims for the purpose of determining whether or not the rights purchased by them with the payment of $121,824.28 included a share in these "outlet lands." This authority having been given, a suit was instituted in the Court of Claims for the purpose of requiring the Cherokee Nation to pay to the Delawares their pro rata share of these lease moneys, and on the 22d of May, 1893, a decree was entered in said court sustaining the contention of the Delawares and holding that under their purchase of equal rights and participation in the Cherokee Nation they were entitled to all the rights of native Cherokee in and to all the lands, including the "Outlet," and proceeds arising therefrom. Appeal was taken to the Supreme Court of the United States, which subsequently affirmed the opinion of the Court of Claims in a somewhat elaborate opinion to be found in the 155 U. S., pp. 196 et seq.

While this case was pending on appeal the Cherokee sold the "outlet lands" to the Government for the sum of $8,595,736.12, and as a

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logical sequence to the foregoing decision the Delawares were entitled to and did receive their pro rata share of the funds arising from such sale.

The insistence by the Delawares upon their just rights in respect to the matters involved in the foregoing suit seemed to further irritate the Cherokee, who now sought on every hand for pretexts to annoy and discriminate against the Delawares.

Personal feuds became common, and many lives were lost. Delaware meetings, services in their churches, and social functions were interrupted and broken up. The courts being exclusively under the control of the Cherokee, appeals to them for protection or redress were unavailing, and the Delawares again found themselves in the position of being without the protection of the law either to their persons or property.

The Cherokee now set up the claim that by the purchase of land at $1 per acre, under the agreement of 1867, the Delawares acquired no title, but a mere right of occupancy during the lifetime of those who were living and registered at the time the contract was entered into. This claim was an afterthought, as all the utterances and expressions of the parties to the contract and the officers of the Cherokee Nation abundantly show. As has been shown, the amount paid, and which was all paid at once in cash, was a high price for the land. At this time many of the Delawares, beneficiaries of the agreement, were old and infirm, some of them 80 and even 90 years of age, and had no expectancy of life, and as a matter of fact many of them died after the contract was made and before the lands were occupied. Some 200 of those who were registered and for whose benefit $32,000 of the consideration money was paid never went into possession of the land and never removed to the Indian Territory.

This circumstance is of itself sufficient to indicate that it was not the intention of the Delawares to purchase a mere life estate, for had it been they never would have included these aged and infirm members who it was hardly possible could enjoy any of the benefits. It was manifestly the expectation that this absolute purchase should inure to them and their children or their descendants. The uniform utterances of the officers of the Cherokee Nation, and of those authorized to speak for it, indicate the same understanding upon their part. The delegation, composed of Chief Bushyhead, one of the most distinguished men the nation has ever produced, and others, in an official signed communication to the Senate Committee on Indian Affairs, as late as June, 1890, say:

> As has been seen, the Delawares purchased 157,600 acres of Cherokee lands lying east of the ninety-sixth degree. That was an absolute and unconditional purchase, and in which lands the Cherokee Nation has no title or interest.

In the argument before the Court of Claims and in the Supreme Court, in the case of the Delawares against the Cherokee Nation, already referred to, the attorneys for the Cherokee repeatedly took, as a datum point in the argument, the ground that this purchase was absolute and unconditional, and that as to this land the Cherokee Nation thereafter ceased to have any interest of any nature or kind whatsoever. In their brief, filed in the Supreme Court (p. 16), they say:

> It will be further observed that, by the agreement between the Cherokee and the Delawares, an absolute purchase at $1 per acre was made of a specific amount of land—160

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acres for each man, woman, and child of the Delawares. As shown by the report of the Indian Office there were 985 Delawares, requiring, at 160 acres each, 157,600, which, at the agreed price, amounted to $157,600, which was exactly the amount paid to the Cherokees in accordance with the terms and provisions of the fourth article of the Delaware treaty of 1866, and the fifteenth article of the Cherokee treaty of 1866.

It will be noted that the fourth article of the Delaware treaty of 1866, above referred to, is unusually definite in its terms. It provides that—

the United States agrees to sell to the Delaware Indians a tract of land—to be selected by the Delawares—equal to 160 acres for each man, woman, and child who shall remove to said country—to be paid for by the Delawares out of the proceeds of the sale of land in Kansas. The said tract of land shall be set off with clearly and permanently marked boundaries by the United States, and also surveyed as public lands are surveyed, when the Delaware council shall so request, when the same may, in whole or in part, be allotted by said council to each member of said tribe residing in said territory.

How unnecessary it was to provide for the survey of these lands and the marking of the same by permanent boundaries if the same was intended to remain a part of the Cherokee domain, with only a life interest for the Delawares then registered, and, on the other hand, how easy it would have been to have said that the purchase which was to be made with the funds and moneys of the Delawares, procured at such enormous sacrifice, were to be held by an estate less than that by which the Cherokee hold their reservation.

## CHAPTER VII.

### OF THEIR RELIGION.

The Delaware Indians had a religion of their own, perhaps as old or older than the Christian religion, and to this day some of them adhere to that faith. In the forks of the Caney River, in the Cherokee Nation, about nine miles south of Caney, Kans., their dance house now stands, and in the full moon of every autumn about one-fourth of the tribe assembles here to give thanks to the Great Spirit. Indians of other tribes may take part and sometimes do. Their dance usually lasts about twelve days. There the story of their ancient religion is told, and each person who feels like doing so may enumerate the blessings the tribe has received, and after each one they say, "and for this we are thankful." This is done before they begin to dance. As they dance the leader sings and all take part who wish; he often stops and exhorts the people on the various parts of the religion, and frequently says, "forgetful we are not when sorrow and tribulations come that the Great Spirit will hear an earnest appeal O-o-o-o-o (here each one holds up his right hand), and we need not ask Him what we want, for better than we He knows our needs, and recognized at once our cry of distress." In relating the origin of this religion the leader often says, "and better than this, said the Great Spirit, my people are these Delawares." Those who believe in this faith are quite sincere, and seem to be as good citizens as the Christian Indians.

Notwithstanding their devotion to their own religious belief, many have sought the white man's religion, and as early as the middle of the eighteenth century, when the Moravians visited the Delaware country in the eastern part of Pennsylvania, they immediately began to furnish



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teachers. These teachers were not ordained ministers at first, but they were formally set apart for the work by the authorities of the church because they were competent to teach and exhort. These were the Moravian Indian Helpers or, as they were sometimes called, "Assistants."

One of the first of these we know simply as "Anthony," for the practice of the Moravians at that time was to baptize their converts in some simple name, which was used thereafter in preference to their Indian names. When he was a warrior he was a man to be feared, but after hearing the gospel he was truly a converted man and preached the gospel until he died. We know but little about his special work except that he was associated with Zeisberger, the Moravian missionary, and was with him on the trip to Goschgoschunk on the Big Beaver, which has become better known through Benjamin West's famous painting, "Zeisberger at Goschgoschunk." It was here and at this time that Glikkikin, the war chief of the Wolf Clan, was converted.

Other names might be added, such as Job Calloway, Jackob Shebosh, John Papunhank, and Captain Johny, the latter of which had taken a conspicuous part with Glikkikin in Pontiac's war, and at the close of that war was one of the chiefs taken to Pittsburg as a hostage for the good behavior of his tribe. At the time of his conversion he was the head war chief of the Turkey Clan. The story of each of these, and many more who were equally prominent helpers, are but chapters in the long story of the Moravian missions among the Indians. It can be but outlined here, however.

The first Moravian mission in the Delaware country in which only Indians were permitted to live was Friedenshutten (Tents of Peace), which was a short distance from the present city of Bethlehem, Pa. This town grew rapidly, and, as it was so near the white settlements, it was decided to emigrate, and a short time later Gnadenhutten was built farther to the west at the junction of Mahony Creek and Lehigh River. This town being well situated grew with great rapidity, and was reinforced by emigrations from a number of other Indian towns established by Moravians among the Mohican and other tribes, and with them the Delaware village, called Meniolagameka, joined the Gnadenhutten congregation in 1751. Some branch missions were established at other points. But all this was blotted out on November 24, 1755, when a band of Iroquois attacked Gnadenhutten and massacred such of the inhabitants as they could find. Fortunately at that time they were divided into numerous hunting parties and scattered through the woods and the murderers missed them. This is now known as the massacre at Gnadenhutten on the Mahoney, as a more lamentable one occurred later at a namesake of this town in Ohio.

The converts of these missions then moved to Bethlehem. The story of their hardship during the French and Indian war can not be referred to. Near its close, however, new towns were established, Wechquetauk being especially intended for the Delaware converts.

It was not until 1767 that Zeisberger and Anthony visited the western part of Pennsylvania. The following year they returned and laid out the town of Friedenshutten, and later the villages of Sheshequon and Lawunakhannck were built for the Delawares, and two years later (1770) the settlement was made on the Big Beaver in

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King Pakanke's country, heretofore referred to. But westward march was still the command, and the Muskingum (now Tuscarawas) Valley in Ohio was where they were to make their longest stand. Glikkikin joined the Moravians and accompanied Zeisberger to the west. In 1772 Schoenbrun on the Muskingum was founded for the Delawares, and Gnadenhutten, 8 miles farther down the river, was set apart for the Mohicans which had emigrated to the Delaware country, and such other tribes as cared to locate there. Here they lived in comparative peace and plenty, for, although there were wars between the surrounding tribes and the colonists, the Delawares, and especially the Moravians, remained neutral; and being cultivators of the soil, the earth responded to their efforts with an abundance of grain and vegetables. All travelers passing through the Ohio country stopped at Gnadenhutten or Schoenbrun, the Moravian settlements, and Newcomerstown, and later Coshocton, the Delaware capitals. The advance in civilization which had been made by the entire tribe was always a matter of comment, and in many diaries of travelers through those sections are expressions of surprise at what was found.

In 1773 Rev. David Jones, a Baptist preacher, passed through Newcomerstown and records this:

> I returned to Newcomerstown in the afternoon and went to see Captain Killbuck, who is a sensible Indian and uses us with part of the complaisance of a gentleman. He speaks good English, so that I conversed on the subject of preaching.

Further in this conversation Killbuck explained to him why the Moravians had such a hold on the Delawares. It was because they never made war upon the Indians. He remarked that some Presbyterians wanted to establish a mission in their country, but, as the Presbyterians had fought them and tried to kill them before, they could not put faith in their teachings. But the time came when these Moravian settlements were to pass away. The Revolutionary war began at Lexington and spread southward and westward, until the whole country east of the Mississippi was in a state of turmoil. Most of the Indians of the West were under the influence of the British. The Delawares and Moravians remained neutral. Finally, in 1781, the British commandant at Detroit gave orders to have the Moravian Indians moved nearer Detroit, because their towns were being used as halfway houses by their enemies. This was accomplished to the discomfort and against the will of the Moravians late in the fall of that year. The country to which they were taken, near Sandusky, Ohio, was cold and barren, and their stock of supplies ran so low that at one time they had but three grains of corn each upon which to exist. They had left plenty at Gnadenhutten and Schoenbrun, so they sent details back to procure food. It was on one of these expeditions that a body of Pennsylvania militia met them.

A murder occurred in western Pennsylvania. The militia gathered to pursue the offender, and traced him to Gnadenhutten. When the militia arrived of course the offenders had retired still farther, but, being made up of men in whom there was a general hatred for the whole Indian race, they inveigled the converts, by calling them Christians and talking on religious matters, into two houses, after which they suddenly showed their traitorous designs, made them prisoners, and the following day killed 100 in cold blood—all except 2, who were fortunate enough to escape. Then they set fire to the

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town and committed such destruction that there was no desire for those who had not been captured at Gnadenhutten to return, but rather they sought a home still farther from the scene of their former joys and sorrows than the British had taken them. Thus a second time the Delaware tribe had to witness the murder of their people who had accepted the paleface's religion and who were trying to follow the teachings of the Nazarene.

Immediately after the Revolutionary war the remnant of the Moravians located at Fairfield, Canada, and, as theretofore, they prospered. But again the paleface race which had sent them teachers resorted to war. The British and Americans again measured strength in the war of 1812. General Harrison was sent with an army to invade Canada, and Fairfield not only lay in the path of his march but on the battlefield of the Thames, and a third time the Moravian settlements were laid waste by war. But their faith was superior to their discouragements. New Fairfield was started near the scene of the old. But other circumstances intervened, such as the advance of the borderers and white settlers, which was always a menace to the missions, and they did not prosper.

The Delawares who remained in the States were sent to a reservation in Kansas about 1833, and four years thereafter, 1837, the Moravians from New Fairfield resolved to and most of them also emigrated to Kansas, where they established the town of Westfield. There they are to-day, under the care of Rev. Joseph Romig, the last Moravian missionary to the now-called "Moravian Indians."

It might be proper to refer here to one Delaware from this band who became an ordained minister in the Moravian Church, Rev. John Henry Killbuck. He is a descendant of William Henry Killbuck, who, in conjunction with Captain White Eyes, did so much for the Americans during the border wars of the Revolution. The ancestor, William Herny Killbuck, was born in 1737, about the time Zeisberger began his missionary labors among the Delawares. He was "one of his tribe," and when his people joined the French in the French and Indian war Killbuck led a party of Delawares against Braddock and Washington. They met on the field made famous by Braddock's defeat. Killbuck was wounded and captured. By the interposition of Colonel Henry, Killbuck's life was saved—an act which Killbuck never forgot, and ever after he was a friend of the Americans and the Moravians. He adopted the name of his benefactor as his own, and ever since, according to the Indian custom, the name "Henry" is a part of the name of everyone of the family of Killbuck. He died in 1811. After the Revolution William Henry Killbuck and his sons joined the Moravians. Just fifty years after, John Henry Killbuck was born. He took the ordinary course of study which his paleface brothers enjoyed, and graduated from the Moravian Theological Seminary in 1884, after which he served one year as a missionary at the Indian mission in Canada, and then accepted a call to assist in starting the Moravian mission on the Kuskokwim River in Alaska. A few years later he returned to the State where he is now living.

After the Delawares moved west of the Mississippi the Moravians discontinued their labors among them, with the exception of the mission at Westfield, Kans. The Baptists, however, established churches, and although they did not push the work the conversion of several Indians gave it a start, so that it moved of its own force.

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The older of these was Charles Journeycake, born December 16, 1817, near Sandusky, Ohio. During the first year of his life a treaty was made which disposed of the Ohio lands to the United States, but land was promised them west of the Mississippi. They were permitted to remain on the land for three years thereafter, and in addition they were to receive horses and boats for transportation down the Father of Waters. The three years was extended to eleven before they were started, and it was in 1829 before they reached their new Kansas home. Arriving there they found that Isaac McCoy had preceded them for the purpose of starting a mission. The teachings found a fertile soil in the mind of young Journeycake, and he and his mother and father soon became converted to the new religion and formed the nucleus of the Delaware Baptist Church. Soon after his conversion he began preaching. But little is known of the spiritual history of the tribe for the first thirty years after the emigration to Kansas. In the year 1866 the tribe was forced to give up its possessions in Kansas, and was moved to the Indian Territory. Here, on November 8, 1871, they organized a church of eleven members, and within a year had built a meeting house. But they had no minister. On one occasion they had to send 40 miles to secure one, in order to baptize 50 converts. While Charles Journeycake had been exhorting for years, he was not ordained. But the need became so great that when 55 years of age he took that step which made him a minister of the gospel. His church prospered, and within four years from the date of organization their membership increased ninefold. But periods of depression come to all. On March 8, 1876, just ninety-four years to the day after the Gnadenhutten massacre, a tornado passed through the Delaware community and their church was wrecked. For several years thereafter they had no place to worship, but a new house was later constructed, and on May 9, 1879, it was dedicated.

All this was brought about through the energies of Reverend Journeycake. Old age came upon him and he became unable to care for his church. The Baptist conference sent a new man to take charge of the work, but Reverend Journeycake assisted until his death, January 3, 1894.

The other Baptist minister to whom reference was made was Rev. William Adams. He was born on November 13, 1833, on the Verdigris River, north of Claremore Mound. The Delawares were out hunting, and while they were camping, on the night the stars fell, he was born. When a baby the Delawares used to call him in their language "Shooting Star." Afterwards, when he grew up, his name was Wa leh ohp seek, which the teachers at the mission school changed to William Adams.

On June 12, 1853, he joined the First Baptist Church in Kansas and was baptized. After laboring as an efficient lay member in this church for nearly fifteen years, he was lisensed to preach the gospel on February 1, 1868, and on March 14 of the same year was ordained to the full work of the gospel ministry. He felt his preparation was insufficient and was preparing to attend Rochester when difficulties, which were real obstacles, prevented, and thus he launched out into his life work. He preached in many places in Kansas and the Cherokee Nation, Indian Territory, and ardently carried the message to those who otherwise would never have heard of Christ. During his

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ministry of thirty years in the Territory he did not receive, all told, $500 for his services. A noble record for so long a ministry.

He was married to Miss Kate Woodfield on September 6, 1863, by Rev. J. C. Pratt, at the Delaware Baptist mission chapel in Kansas.

He was almost 69 years of age when he died at St. Joseph's Hospital, Kansas City, Mo., on August 29, 1902.

One of his last requests was that members of his own tribe should continue the work he was obliged to leave.

At the present time the only ordained Delaware preacher is Rev. John Sarcoxie, who is over 50 years old. He was born in Kansas and joined the church at the age of 18. After fifteen years' service as a layman, he was licensed to preach on September 16, 1884, by the mother Delaware church at Alluwe, Ind. T. He exercised his gifts as a licentiate for nearly four years, when, on May 21, 1888, he was ordained to the full work of the gospel ministry.

He is well and favorably known by all his tribe, among whom he breaks the bread of life. He has preached at many points besides his mother church. For many years he preached without receiving any compensation, but at present the Delawares are paying him a small salary and he is devoting much of his time to their interests.

This list would be incomplete without mention of Rev. James Ketchum, a Delaware Indian who was converted to the Methodist faith. He was born about 1819, and preached in his own language at White Church, Delaware Reservation, in Kansas, and to a portion of the Delawares in the Cherokee Nation after their removal in 1868. He was ordained to the full work of the ministry some time about 1860, and was considered one of the most eloquent orators in the Delaware tribe.

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## APPENDIX.

NOTE 1.—*The Walam Olum.*—It is quite difficult to explain, without having before us the original text, the Walam Olum, a most interesting and instructive legend of the Lenni Lenapi. But is so extensive that it would occupy, if presented in its entirety, far more space than can be allotted to it in this little volume. The curious reader who desires to pursue his inquiries further will find it presented in full in the work of Brinton, entitled "The Lenape and their Legends," illuminated by an extensive and learned treatise upon its history, character, and meaning.

The pictographic system which the Walam Olum presented is evidently that of the Western Algonkins. These symbols are carefully and accurately reproduced in the work of Brinton above referred to.

Walam means *painted*, especially painted *red*.

*Olum* was the name of the scores, marks, or figures in use on the tally sticks or record boards.

The name *Walam Olum* may therefore be translated *Red Score*.

The manuscript from which Brinton printed the legend was a small quarto of 40 unnumbered leaves, in the handwriting of Constantine Samuel Rafinesque, to whom we owe the preservation and first translation of the Walam Olum.

These pictographs or signs were intended to keep in memory the chants that were orally recited. No people on earth hold in reverence, in life, to a higher degree, their chiefs and warriors, nor cherish their memories with greater care, than the Delawares, which is done by frequent recitals of their deeds of excellence, whether as hunters, orators, or warriors.

The chants of the Walam Olum are rhythmic and metrically arranged, as is distinguishable by the ear of the hearer, listening to the recitation, though he is not familiar with the language.

The Walam Olum is divided into five parts or chapters—the first containing 24 verses; the second, 16; the third, 20; the fourth, 64, and the fifth, 60.

It, as a whole, presents the traditions of the Delawares in regard to the Creation and Ontogeny, of the Deluge, of the passage to America, arrival in America, settlement in Ohio, from Ohio to the Atlantic States, and back to Missouri.

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The document is confirmatory of the traditions of the Lenni Lenape, derived by the missionaries and others from distinct sources. It depicts the happy days when men lived without war or sickness, and food at all times was abundant.

I quote from the first part, by way of example, a few of the verses, fairly illustrating the manner and style of the whole work:

On the earth an extensive fog,
  There the Great Manito was
At first, forever, lost in space.
  Everywhere the Great Manito was.
He made the extended land and the sky;
  He made the sun, the moon, the stars;
He made them all to move evenly.
  He gave the first Mother, the Mother of Beings.
As they journeyed, some being strong, some rich,
  They separated into house builders and hunters.
The strongest, the most united, the purest, were the hunters.

The names of their chiefs are many, scattered through the Walam Olum.

Whatever its origin, the Walam Olum is a most ingenious work, consistent with itself, and its principal statements supported from other sources.

NOTE 2.—The following is from New Views of the Origin of the Tribes and Nations of America, by Benjamin Smith Barton, M. D., published in 1798.

"At the head of the column of Americans I have uniformly placed the Delawares or, as they call themselves, Lenni-Lenape. I have followed this arrangement because I believe we are better acquainted with the language of this tribe than with that of any other in North America, because they are acknowledged to be of more ancient establishment in the country than many others, and because their language appears to have a greater spread than that of any of the numerous nations of this great continent.

"The name by which these Indians are best known, that of Delawares, was imposed upon them by the English, because they inhabited the waters of the river Delaware. The French writers call them Loups. They, as I have already observed, call themselves Lenni-Lenape, which signifies the Original People.

"The Delawares tell us that they were formerly a very powerful people, inhabiting the country to a great distance, and spreading along the seashore far east and south, etc. The great spread of their language, which is afterwards to be attended to, seems to show that this must have been the case.

"All the Indian nations known to me on this side of the Mississippi call the Delawares their grandfather, if we except the Six Nations, the Wyandots, Cochnewagoes, and the southern tribes called Cheerake, Muskohge, Chikkasaw, Choktah, etc. These, it will be evident from an inspection of my vocabularies, as well as from attending to what is afterwards to be mentioned, speak languages which, though not radically different from that of the Delawares, are, however, much more distant from it than are the languages of the Chippewas, Shawnees, Miamis, Narragansets, and several others which are mentioned in my larger lists of American nations above the Senecas, who are one of the Six Nations.

"As far as I have been able to learn anything on the subject, the Delaware Nation consists of three tribes, viz, the Unamis or Wannmi, the Unalachtigo or Wunalachtigo, and the Minsi or Monsees. It is certain that there had been a fourth tribe, which was small, and has passed away, leaving not a name behind. The Mahicanna or Mohicans are certainly sprung from the Delawares, but are not comprehended by these last as a branch in making up their nation.

"All the Indian nations to the southward and westward, etc., distinguish the Delawares by the name Wapanachki, or People toward the rising of the Sun. The Wyandots and the Six Nations call them their nephews, and the Delawares acknowledge them to be their uncles."

NOTE 3.—Benjamin Smith quotes from a work entitled "A Concise Natural History of East and West Florida," New York, 1776, as follows:

"This author says he does not believe that the red men of America have come 'from the westward out of the East of Asia.' 'I am firmly of opinion,' says he, 'that God created an original man and woman in this part of the globe of different species from any in the other parts, and if perchance in the Russian dominions, there are a people of similar make and manners, is it not more natural to think they were colonies from the numerous nations on the continent of America than to imagine that from the small comparative number of those Russian subjects such a vast country should have been so numerously peopled?'

"Psychically the North American in his own state is peculiarly haughty, serious, habitually taciturn and grave, yet on occasion eloquent and naively imaginative; full of simple, childlike wonderment and trustfulness, till suspicion has been aroused; with plenty of slumbering passion, which excited becomes overmastering; in warfare stealthy, soft-paced, cunning, treacherous, with unslakable fury of revenge when the enemy is in his clutch; yet remarkably cool and stoical in outward manner, suffering with proud nonchalance

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the utmost extremity of fate. Altogether he is somewhat of a sad, soft, serious, passionate, pathetic personage.

"All signs then would seem to favor the theory that the native Americans are as indigenous to the country as are its peculiar fauna and flora, or, at all events, if they did originally issue from Asia, it must have been in a most remote prehistoric time." (Chambers's Encyclopedia.)

NOTE 4.—The first Hague was, according to this, in America.

In President's Roosevelt's book, The Winning of the West, we find the following:

"The Delawares, whose fate it had been to be ever buffeted about by both the whites and the reds, had long cowered under the Iroquois terror, but they had at last shaken it off, had reasserted the superiority which tradition says they once before held, and had become a formidable and warlike race. Indeed it is curious to study how the Delawares have changed in respect to their martial prowess since the days when the whites first came in contact with them. They were then not accounted a formidable people and were not feared by any of their neighbors. By the time the Revolution broke out they had become better warriors, and during the twenty years' Indian warfare that ensued were as formidable as most of the other redskins. But when moved west of the Mississippi, instead of their spirit being broken they became more warlike than ever, and throughout the present century they have been the most renowned fighters of all the Indian peoples, and, moreover, they have been celebrated for their roving, adventurous nature. Their numbers have steadily dwindled owing to their incessant wars and to the dangerous nature of their long roamings."

Heckwelder gives the following account:

"The French landed in Canada, and it was not long before they and the now combined Five Nations, or tribes, were at war with each other, the latter not being willing to permit that the French should establish themselves in that country. At last the Iroquois, finding themselves between two fires and without any prospect of conquering the Lenape by arms, and seeing the necessity of withdrawing with their families from the shores of the St. Lawrence to the interior of the country where the French could not easily reach them, fell upon a stratagem which they flattered themselves would, if successful, secure to them not only a peace with the Lenape, but also with all the other tribes connected with them; so that they would then have but one enemy (the French) to contend with.

"This plan was very deeply laid, and was calculated to deprive the Lenape and their allies not only of their power, but of their military fame, which had exalted them above all the other Indian nations. They were to be persuaded to abstain from the use of arms and assume the station of mediators and umpires among their warlike neighbors. In the language of the Indians, they were to be made women. It must be understood that among these nations wars are never brought to an end but by the interference of the weaker sex. The men, however tired of fighting, are afraid of being considered as cowards if they should intimate a desire for peace. It is not becoming, say they, for a warrior, with the bloody weapon in his hand, to hold pacific language to his enemy. He must show to the end a determined courage and appear as ready and willing to fight as at the beginning of the contest. Neither, say they, is it proper to threaten and to sue in the same breath, to hold the peace belt in one hand and the tomahawk in the other. Men's words, as well as their actions, should be of a piece, all good or all bad, for it is a fixed maxim of theirs, which they apply on all occasions, that good can never dwell with evil. They also think that a treaty produced by threats or by force can not be binding.

"With these dispositions war would never have ceased among Indians until the extermination of one or the other party, if the tender and compassionate sex had not come forward and by their moving speeches persuaded the enraged combatants to bury their hatchets and make peace with each other. On these occasions they were very eloquent. They would lament with great feeling the losses suffered on both sides, when there was not a warrior, perhaps, who had not lost a son, a brother, or a friend. They would describe the sorrows of widowed wives and, above all, of bereaved mothers. The pains of childbirth, the anxieties attending the progress of their sons from infancy to manhood, they had willingly and even cheerfully suffered; but after all these trials how cruel it was for them to see those promising youths, whom they had reared with so much care, fall victims to the rage of war and a prey to a relentless enemy; to see them slaughtered on the field of battle or put to death as prisoners by a protracted torture in the midst of the most exquisite torments. The thought of such scenes made them curse their own existence and shudder at the idea of bearing children.

"Then they would conjure the warriors by everything that was dear to them to take pity on the sufferings of their wives and helpless infants; to turn their faces once more toward their homes, families, and friends; to forgive the wrongs suffered from each other; to lay aside their deadly weapons and smoke together the pipe of peace and amity. They had given on both sides sufficient proof of their courage; the contending nations were alike high minded and brave, and they must now embrace as friends those whom they had learned to respect as enemies. Speeches like these seldom failed of their intended effect, and the

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women, by this honorable function of peacemakers, were placed in a situation by no means undignified. It would not be a disgrace, therefore. On the contrary, it would be an honor to a powerful nation, who could not be suspected of wanting either strength or courage, to assume that station by which they would be the means, and the only means, of preserving the general peace and saving the Indian race from utter extirpation.

"Such were the arguments which the artful Mengwe urged to the Lenape to make them fall into the snare which they had prepared for them. They had reflected, they said, deeply reflected, on their critical situation; there remained no resource for them but that some magnanimous nation should assume the part and situation of the woman. It could not be given to a weak or contemptible tribe; such would not be listened to; but the Lenape and their allies would at once possess influence and command respect. As men they had been dreaded, as women they would be respected and honored—none would be so daring or so base as to attack or insult them; as women they would have a right to interfere in all the quarrels of other nations and to stop or prevent the effusion of Indian blood. They entreated them, therefore, to become the woman in name and in fact; to lay down their arms and all the insignia of warriors, to devote themselves to agriculture and other pacific employments, and thus become the means of preserving peace and harmony among the nations.

"The Lenape, unfortunately for themselves, listened to the voice of their enemies. They knew it was too true that the Indian nations, excited by their own unbridled passions, and not a little by their European neighbors, were in the way of total extirpation by each other's hands. They believed that the Mengwe were sincere and that their proposal had no object in view but the preservation of the Indian race. In a luckless hour they gave their consent and agreed to become women. This consent was received with great joy. A feast was prepared for the purpose of confirming and proclaiming the new order of things. With appropriate ceremonies, of which Loskiel has given a particular description, the Delawares were installed in their new functions, eloquent speeches were delivered, accompanied, as usual, with belts of wampum. The great peace belt and the chain of friendship (in the figurative language of the Indians) was laid across the shoulders of the new mediator, one end of which, it was said, was to be taken hold of by all the Indian nations and the other by the Europeans. The Lenape say that the Dutch were present at that ceremony and had no inconsiderable share in the intrigue."

NOTE 5.—Heckewelder, in his Historical Account of the Indian Nations, referring to their mode of education, says:

"It may justly be a subject of wonder how a nation without a written code of laws or system of jurisprudence, without any form or constitution of government, and without even a single elective or heriditary magistrate, can subsist together in peace and harmony and in the exercise of the moral virtues; how a people can be well and effectually governed without any external authority; by the mere force of the ascendancy which men of superior minds have over those of a more ordinary stamp; by a tacit, yet universal submission to the aristocracy of experience, talents, and virtue! Such, nevertheless, is the spectacle which an Indian nation exhibits to the eye of a stranger. I have been a witness to it for a long series of years, and after much observation and reflection to discover the cause of this phenomenon, I think I have reason to be satisfied that it is in a great degree to be ascribed to the pains which the Indians take to instill at an early age honest and virtuous principles upon the minds of their children, and to the method which they pursue in educating them. This method I will not call a system; for systems are unknown to these sons of nature, who, by following alone her simple dictates, have at once discovered and follow without effort that plain, obvious path which the philosophers of Europe have been so long in search of.

"The first step that parents take toward the education of their children is to prepare them for future happiness by impressing upon their tender minds that they are indebted for their existence to a great, good, and benevolent Spirit, who not only has given them life, but has ordained them for certain great purposes. That he has given them a fertile, extensive country, well stocked with game of every kind for their subsistence, and that by one of his inferior spirits he has also sent down to them from above corn, pumpkins, squashes, beans, and other vegetables for their nourishment; all which blessings their ancestors enjoyed for a great number of ages. That this Great Spirit looks down upon the Indians, to see whether they are grateful to him and make him a due return for the many benefits he has bestowed, and, therefore, that it is their duty to show their thankfulness by worshipping him and doing that which is pleasing in his sight.

"This is in substance the first lesson taught, and from time to time repeated to the Indian children, which naturally leads them to reflect and gradually to understand that a being which hath done such things for them, and all to make them happy, must be good indeed, and that it is surely their duty to do something that will please him. They are then told that their ancestors, who received all this from the hands of the Great Spirit and lived in the enjoyment of it, must have been informed of what would be most pleasing to this good being and of the manner in which his favor could be most surely obtained, and they are directed to look up for instruction to those who know all this, to learn from them and revere them for their wisdom and the knowledge which they possess.

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"This creates in the children a strong sentiment of respect for their elders, and a desire to follow their advice and example. Their young ambition is then excited by telling them that they were made the superiors of all other creatures, and are to have power over them; great pains are taken to make this feeling take an early root, and it becomes in fact their ruling passion through life; for no pains are spared to instill into them that by following the advice of the most admired and extolled hunter, trapper, or warrior they will at a future day acquire a degree of fame and reputation equal to that which he possesses; that by submitting to the counsels of the aged, the chiefs, the men superior in wisdom, they may also rise to glory and be called wise men, an honorable title to which no Indian is indifferent. They are finally told that if they respect the aged and infirm and are kind and obliging to them they will be treated in the same manner when their turn comes to feel the infirmities of old age.

"When this first and most important lesson is thought to be sufficiently impressed upon children's minds, the parents next proceed to make them sensible of the distinction between good and evil; they tell them that there are good actions and bad actions, both equally open to them to do or commit; that good acts are pleasing to the Good Spirit which gave them their existence, and that on the contrary all that is bad proceeds from the bad spirit, who has given them nothing, and who can not give them anything that is good, because he has it not, and therefore he envies them that which they have received from the Good Spirit, who is far superior to the bad one.

"This introductory lesson, if it may be so called, naturally makes them wish to know what is good and what is bad. This the parent teaches him in his own way—that is to say, in the way in which he was himself taught by his own parents. It is not the lesson of an hour or a day, it is rather a long course more of practical than of theoretical instruction, a lesson which is not repeated at stated seasons or times, but which is shown, pointed out, and demonstrated to the child, not only by those under whose immediate guardianship he is, but by the whole community, who consider themselves alike interested in the direction to be given to the rising generation.

"When this instruction is given in the form of precepts, it must not be supposed that it is done in an authoritative or forbidding tone, but, on the contrary, in the gentlest and most persuasive manner; nor is the parent's authority ever supported by harsh or compulsive means; no whips, no punishments, no threats are even used to enforce commands or compel obedience. The child's pride is the feeling to which an appeal is made, which proves successful in almost every instance. A father needs only to say in the presence of his children: 'I want such a thing done; I want one of my children to go upon such an errand; let me see who is the good child that will do it!' This word 'good' operates, as it were, by magic, and the children immediately vie with each other to comply with the wishes of their parent. If a father sees an old decrepid man or woman pass by, led along by a child, he will draw the attention of his own children to the object by saying: 'What a good child that must be, which pays such attention to the aged! That child, indeed, looks forward to the time when it will likewise be old!' Or he will say, 'May the Great Spirit, who looks upon him, grant this child a long life!'

"In this manner of bringing up children the parents, as I have already said, are seconded by the whole community. If a child is sent from his father's dwelling to carry a dish of victuals to an aged person, all in the house will join in calling him a good child. They will ask whose child he is, and on being told will exclaim: 'What! has the Tortoise, or the Little Bear (as the father's name may be) got such a good child?' If a child is seen passing through the streets leading an old, decrepid person, the villagers will, in his hearing and to encourage all the other children who may be present to take example from him, call on one another to look on and see what a good child that must be. And so, in most instances, this method is resorted to for the purpose of instructing children to things that are good, proper, or honorable in themselves; while, on the other hand, when a child has committed a bad act, the parent will say to him: 'O! how grieved I am that my child has done this bad act! I hope he will never do so again.' This is generally effectual, particularly if said in the presence of others. The whole of the Indian plan of education tends to elevate rather than depress the mind, and by that means to make determined hunters and fearless warriors."

NOTE 6.—The position of Indian women is spoken of as follows in Brinton's "American Race:"

"The position of women in the social scheme of the American tribes has often been portrayed in darker color than the truth admits. As in one sense a chattel, she had few rights against her husband; but some she had, and as they were those of her gens, these he was forced to respect. Where maternal descent prevailed, it was she who owned the property of the pair and could control it as she listed. It passed at her death to her blood relatives, and not to his. Her children looked upon her as their parent, but esteemed their father as no relation whatever.

"The women thus made good for themselves the power of property and thus could not but compel respect. Their lives were rated at equal or greater value than a man's; instances are frequent where their voice was important in the councils of the tribe, nor was it very

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rare to see them attaining the dignity of head chief. That their life was toilsome is true, but the dangers were less, and its fatigues scarce greater than that of their husbands. Nor was it more onerous than that of the peasant women of Europe to-day."

NOTE 7.—This statement is found as stated in the text of the work of Benjamin Ferris, referred to before. I verified it by examining the work of De Vries, entitled "Voyages from Holland to America," translated from the Dutch by Henry C. Murphey, New York, 1853.

NOTE 8.—The colonies, when first planted in Virginia, New York, and New England, were prepared for war, and the pages of their history are mournfully stained with blood. No language can adequately describe the suffering, both of the colonists and the natives, that followed this anti-Christian course. William Penn and his colony came to Pennsylvania unarmed and defenseless, wholly unprepared for war. And he and his people lived in harmony and peace with the natives as long as the government remained in their hands, which was about seventy years. (Ferris's Delaware Settlements, note p. 37.)

NOTE 9.—This Weekweley is the same referred to in the Lancaster Treaty in May, 1757, whose death is assigned by the deputies of the Five Nations as one of the causes of the present difference between the Delawares and English.

NOTE 10.—Mr. Logan was the secretary and the proprietaries' principal agent or commissioner for land affairs during nearly forty years.

NOTE 11.—The value of these goods was about £10, or one year's quitrent of 20,000 acres of land at the old rent or 5,000 acres at the new.

NOTE 12.—When Col. John Armstrong surrounded the Cattanyan town, on the Allegheny River, Captain Jacobs, a Delaware chief, with some warriors, took possession of a house, defended themselves for some time, and killed a number of our men. As Jacobs could speak English, our people called on him to surrender. He said that he and his men were warriors, and they would all fight while life remained. He was again told that they should be well used if they would only surrender; and if not the house should be burned down over their heads. Jacobs replied, he could eat fire; and when the house was in a flame, he, and they that were with him, came out in a fighting position, and were all killed. As they are a sharp, active kind of people, and war is their principal study, in this they have arrived at considerable perfection. We may learn of the Indians what is useful and laudable, and at the same time lay aside their barbarous proceedings. It is much to be lamented that some of our frontier riflemen are too prone to imitate them in their inhumanity. During the British war a considerable number of men from below Fort Pitt crossed the Ohio and marched into a town of friendly Indians, chiefly Delawares, who professed the Moravian religion. As the Indians apprehended no danger, they neither lifted arms nor fled. After these riflemen were some time in the town, and the Indians altogether in their power, in cool blood they massacred the whole town, without distinction of age or sex. This was an act of barbarity beyond anything I ever knew to be committed by the savages themselves.

NOTE 13.—From Hildreth's Pioneer History we learn that in June, 1776, William Wilson was sent by Mr. George Morgan, Agent for Indian Affairs in the Middle Department, to the Shawnees to prevent their going to Detroit to a treaty until he arrived there and spoke to them.

Mr. Wilson reported, among other things, that Captain White Eyes, at his request, readily consented to accompany him to a Wyandotte village opposite Detroit, where he met the chiefs and invited them to a treaty to be held at Pittsburg the 2d of September.

Captain White Eyes then spoke to them. He assured them that the Big Knife desired nothing more than to live in peace with all the Indians. His speech had an excellent effect, and after full deliberation they assured Mr. Wilson they would use all their influence with the other tribes to preserve peace.

The Indians arranged a meeting for Mr. Wilson with the governor of Detroit. Mr. Wilson explained the object of his visit to the governor and delivered his message in writing.

The governor then spoke to the Indians as follows:

"Children, I am your father and you are my children. I have always your good at heart. I am sent here to represent the Great King over the waters and to take care of you. Those people from whom you have received that message are enemies and traitors to my King; and before I would take one of them by the hand I would suffer my right hand to be cut off. When the Great King is pleased to make peace with his rebellious children in this big island, I will then give my assistance in making peace between them and the Indians, and not before."

With that he tore the speech and cut the belt to pieces which had been delivered to him, and contemptuously strewed it about the council house.

The governor told White Eyes he knew his character well, and so did all the nations present. He ordered him to leave Detroit before the sun set, as he regarded his head.

White Eyes made no reply at that time, but after we had left the place he said, "The governor is a fool." He did not know what he scolded him for; that he had never done him any injury nor any other white man since he had made peace with them; nor ever would



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unless they injured him; that if he had a mind to join the Buckskins he would soon make him tremble for his head, and if he joined either side it would be the Buckskins. The governor, seeing White Eyes afterwards, he having unavoidably delayed his departure, threatened to put him in irons and send him to Niagara if he did not leave Detroit immediately.

Captain White Eyes was not only wise in council, brave in battle, influential with his own nation, but respected for his sterling qualities by all who had come in contact with him, and it is quite possible that the rudeness of manner and offensiveness of speech of the haughty English governor may have decided him to cast his fortunes with the colonies in the ensuing war.

It was only some two years before (1774) that White Eyes had participated, with the great war chief, Cornstalk, in the battle of Point Pleasant, on the frontier of Virginia, in which the whites lost some 40 to 75 killed and 140 wounded, the Indians' loss never having been disclosed.

NOTE 14.—"Another Delaware chief, who lived at the same time with White Eyes, was Captain Pipe, who belonged to the Wolf tribe. He secretly favored the British on the breaking out of the Revolution, but his plans for inducing his nation to take up arms against the Americans were for some time defeated by the vigilance of White Eyes; but the Delawares finally became divided, most of them, under Captain Pipe, taking part with the British. From a speech which Captain Pipe made to the British commander at Detroit it is believed that he regretted the course that he had taken, perceiving that the Indians, in taking part in the quarrels of their white neighbors, had nothing to gain and much to lose. He remarked that the cause for which he was fighting was not the cause of the Indians—that after he had taken up the hatchet he did not do with it all that he might have done, for his heart failed him—he had distinguished between the innocent and the guilty—he had spared some, and hoped the British would not destroy what he had saved." (From American History, by Marcus Willson.)

NOTE 15.—"It had early been the settled policy of Congress, and which was continued through this unnatural contest between the mother country and the colonists, to persuade the Indians to remain neutral and not take up the hatchet on either side. It was a war in which they had no concern, and they were desired to keep quiet. The British Government, however, pursued a very different course, and urged them, on all occasions, to side with them and assist in subduing their rebellious children. For this purpose they supplied them with arms and ammunition and paid them a bounty on scalps, one of the most cruel and inhuman kinds of traffic ever entered into by a civilized people.

"The main object of all the treaties with the Indians by the United States, during the war, was to keep them quiet and persuade them not to molest the border inhabitants. For this purpose they received many presents at the close of those treaties of clothing, blankets, etc., but little or no ammunition or arms.

"The British, on the other hand, supplied them with all these articles in fourfold quantities for the purpose of attaching them to their interests, while the Congress, from their poverty and their absolute inability to furnish them with foreign goods in large amounts, rather sunk in the estimation of the Indians. They had the shrewdness to perceive the poverty of the United States when compared with the wealth and grandeur of their old father, the King of Great Britain, and during the whole contest acted either openly or covertly on that side. A large portion of the Delaware Indians, in addition to all those who had been converted to Christianity by the agency of the Moravian missionaries, continued to be steadfast in their friendship to the Americans, and on all occasions these Christian Indians sent timely notice, if in their power, of the marching of war parties to attack the border inhabitants of Pennsylvania and Virginia.

"These friendly acts were, no doubt, promoted by the kind offices of the missionaries Zeisberger and Heckewelder, whose names will occasionally appear in the course of these extracts. Their friendship for the United States drew upon them the ill-will of all the heathen tribes, which finally led to open violence, and the Christian Indians were forcibly removed to Sandusky, where they suffered greatly from starvation. They also fell under the displeasure of the frontier inhabitants of western Pennsylvania and Virginia, who accused them of harboring the war parties of the hostile Indians when they returned from their murderous inroads into the settlements, and secreting for them their stolen goods. Thus placed between two fires, they finally fell a sacrifice to an exasperated party of whites, for whom they had ever professed a sincere friendship, and were destroyed at the massacre of Gnadenhutten by the hands of those they had never injured." (From Hildreth's Pioneer History.)

NOTE 16.—The following is from Loudon's Indian Narratives:

"I have often heard the British officers call the Indians the undisciplined savages, which is a capital mistake, as they have all the essentials of discipline. They are under good command and punctual in obeying orders; they can act in concert, and when their officers lay a plan and give orders, they will cheerfully unite in putting all their directions into immediate execution; and by each man observing the motion or movement of his right-hand

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companion, they can communicate the motion from right to left, and march abreast in concert and in scattered order, though the line may be more than a mile long, and continue, if occasion requires, for a considerable distance without disorder or confusion. They can perform various necessary maneuvers, either slowly or as fast as they can run; they can form a circle or semicircle. The circle they make use of in order to surround their enemy, and the semicircle if the enemy has a river on one side of him. They can also form a large hollow square, face out and take trees; this they do if their enemies are about surrounding them, to prevent being shot from either side of the tree. When they go into battle, they are not loaded or encumbered with many clothes, as they commonly fight naked, save only a breech clout, leggings, and moccasins. There is no such thing as corporal punishment used in order to bring them under such good discipline; degrading is the only chastisement, and they are so unanimous in this that it effectually answers the purpose. Their officers plan, order, and conduct matters until they are brought into action, and then each man is to fight as though he was to gain the battle himself. General orders are commonly given in time of battle, either to advance or retreat, and is done by a shout or yell, which is well understood, and then they retreat or advance in concert. They are generally well equipped and exceedingly expert and active in the use of arms. Could it be supposed that undisciplined troops could defeat Generals Braddock, Grant, etc.?

"It may be said by some that the French were also engaged in this war. True, they were; yet I know it was the Indians that laid the plan, and with small assistance put it into execution. The Indians had no aid from the French or any other power when they besieged Fort Pitt in the year 1763 and cut off the communication for a considerable time between that post and Fort Loudon, and would have defeated General Bouquet's army (who were on the way to raise the siege) had it not been for the assistance of the Virginia volunteers. They had no British troops with them when they defeated Colonel Crawford near the Sandusky in the time of the American war with Great Britain or when they defeated Colonel Loughrie on the Ohio, near the Miami, on his way to meet General Clarke. This was also in the time of the British war. It was the Indians alone that defeated Colonel Todd in Kentucky, near the Blue Licks, in the year 1782, and Colonel Harmar betwixt the Ohio and Lake Erie in the year 1790, and General St. Clair in the year 1791; and it is said that there were more of our men killed at this defeat than there were in any one battle during our contest with Great Britain. They had no aid when they fought even the Virginia riflemen almost a whole day at the Great Kanawha in the year 1774, and when they found they could not prevail against the Virginians they made a most artful retreat. Notwithstanding they had the Ohio to cross, some continued firing whilst others were crossing the river. In this manner they proceeded until they all got over before the Virginians knew that they had retreated, and in this retreat they carried off all their wounded. In most of the foregoing defeats they fought with an inferior number, though in this I believe it was not the case.

"Nothing can be more unjustly represented than the different accounts we have had of their number from time to time, both by their own computations and that of the British. While I was among them I saw the account of the number that they in those parts gave to the French and kept it by me. When they in their own council house were taking an account of their number with a piece of bark newly stripped and a small stick, which answered the end of a slate and pencil, I took an account of the different nations and tribes, which I added together, and found there were not half the number which they had given to the French; and though they were then their allies and lived among them, it was not easy finding out the deception, as they were a wandering set and some of them almost always in the woods hunting. I asked one of the chiefs what was their reason for making such different returns. He said it was for political reasons, in order to obtain greater presents from the French by telling them they could not divide such and such quantities of goods among so many.

"In the year of General Boquet's last campaign, 1764, I saw the official return made by the British officers of the number of Indians that were in arms against us that year, which amounted to thirty thousand. As I was then a lieutenant in the British service, I told them I was of opinion that there were not above one thousand in arms against us, as they were divided by Broadstreet's army being then at Lake Erie. The British officers hooted at me and said they could not make England sensible of the difficulties they labored under in fighting them, as England expected that their troops could fight the undisciplined savages in America five to one, as they did the East Indians, and therefore my report would not answer their purpose, as they could not give an honorable account of the war but by augmenting their number. I am of opinion that from Braddock's war until the present time there never were more than three thousand Indians at any time in arms against us west of Fort Pitt, and frequently not half that number. According to the Indians' own accounts, during the whole of Braddock's war, or from 1755 till 1758, they killed or took fifty of our people for one that they lost. In the war that commenced in the year 1763 they killed comparatively few of our people and lost more of theirs, as the frontiers (especially the Virginians) had learned something of their method of war; yet they in this war, according to their own accounts (which I believe to be true) killed or took ten of our people for one they lost.

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"Let us now take a view of the blood and treasure that was spent in opposing, comparatively, a few Indian warriors, with only some assistance from the French, the first four years of the war. Additional to the amazing destruction and slaughter that the frontiers sustained, from James River to Susquehanna, and about 30 miles broad, the following campaigns were also carried on against the Indians: General Braddock's, in the year 1755; Colonel Armstrong's against the Cattanyan town, on the Allegheny, 1757; General Forbes's, in 1758; General Stanwick's, in 1759; General Monkton's in 1760; Colonel Bouquet's, in 1761 and 1763, when he fought the battle of Brushy Run and lost about 100 men; but, by the assistance of Virginia volunteers, drove the Indians; Colonel Armstrong's, up the west branch of Susquehanna, in 1763; General Broadstreet's, up Lake Erie, in 1764; General Bouquet's against the Indians at Muskingum, in 1764; Lord Dunmore's, in 1774; General McIntosh's, in 1778; Colonel Crawford's, shortly after his; General Clarke's, in 1778–1780; Colonel Bowman's, in 1779; General Clarke's, in 1782; against the Wabash, in 1786; General Logan's, against the Shawnees, in 1786; General Wilkinson's, in ——; Colonel Harmar's, in 1790, and General St. Clair's, in 1791, which, in all, are twenty-two campaigns, besides smaller expeditions—such as the French Creek expedition, Colonels Edward's, Loughrie's, etc. All these were exclusive of the number of men that were internally employed as scouting parties, and in erecting forts, guarding stations, etc. When we take the foregoing occurrences into consideration, may we not reasonably conclude that they are the best disciplined troops in the known world? Is it not the best discipline that has the greatest tendency to annoy the enemy and save their own men? I apprehend that the Indian discipline is as well calculated to answer the purpose in the woods of America as the British discipline in Flanders, and British discipline in the woods is the way to have men slaughtered with scarcely any chance of defending themselves.

"Let us take a view of the benefits we have received by what little we have learned of their art of war, which cost us dear, and the loss we have sustained for want of it, and then see if it will not be well worth our while to retain what we have, and also to endeavor to improve in this necessary branch of business. Though we have made considerable proficiency in this line, and in some respects outdo them, viz, as marksmen, and in cutting our rifles, and keeping them in good order, yet I apprehend we are far behind in their maneuvers, or in being able to surprise or to prevent a surprise. May we not conclude that the progress we had made in their art of war contributed considerably toward our success, in various respects, when contending with Great Britain for liberty? Had the British King attempted to enslave us before Braddock's war, in all probability he might readily have done it, because except the New Englanders, who had formerly been engaged in war with the Indians, we were unacquainted with any kind of war; but after fighting such a subtle and barbarous enemy as the Indians, we were not terrified at the approach of British redcoats. Was not Burgoyne's defeat accomplished, in some measure, by the Indian mode of fighting? And did not General Morgan's riflemen, and many others, fight with greater success in consequence of what they had learned of their art of war? Kentucky would not have been settled at the time it was had the Virginians been altogether ignorant of this method of war.

"In Braddock's war, the frontiers were laid waste for above three hundred miles long, and generally about thirty broad, excepting some that were living in forts, and many hundreds, or perhaps thousands, killed or made captives, and horses and all kinds of property carried off; but in the next Indian war, though we had the same Indians to cope with, the frontiers almost all stood their ground, because they were by this time, in some measure, acquainted with their maneuvers; and the want of this in the first war was the cause of the loss of many hundreds of our citizens and much treasure.

"Though large volumes have been written on morality, yet it may be all summed up in saying, do as you would wish to be done by, so the Indians sum up the art of war in the following manner:

"The business of the private warriors is to be under command, or punctually to obey orders; to learn to march abreast in scattered order, so as to be in readiness to surround the enemy, or to prevent being surrounded; to be good marksmen, and active in the use of arms; to practice running; to learn to endure hunger or hardships with patience and fortitude; to tell the truth at all times to their officers, but more especially when sent out to spy the enemy.

"*Concerning officers.*—They say that it would be absurd to appoint a man an officer whose skill and courage had never been tried; that all officers should be advanced only according to merit; that no one man should have the absolute command of an army; that a council of officers are to determine when and how an attack is to be made; that it is the business of the officers to lay plans to take every advantage of the enemy, to ambush and surprise them, and to prevent being ambushed and surprised themselves; it is the duty of officers to prepare and deliver speeches to the men in order to animate and encourage them, and on the march to prevent the men, at any time, from getting into a huddle, because if the enemy should surround them in this position, they would be exposed to the enemy's fire. It is likewise their business at all times to endeavor to annoy their enemy and save their

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own men, and therefore ought never to bring on an attack without considerable advantage, or without what appeared to them the sure prospect of victory, and that with the loss of few men; and if at any time they should be mistaken in this, and are likely to lose many men by gaining the victory, it is their duty to retreat and wait for a better opportunity of defeating their enemy without the danger of losing so many men. Their conduct proves that they act upon these principles; therefore it is that from Braddock's war to the present time they have seldom ever made an unsuccessful attack. The battle at the mouth of the Great Kanawha is the greatest instance of this, and even then, though the Indians killed about 3 for 1 they lost, yet they retreated. The loss of the Virginians in this action was 70 killed, and the same number wounded. The Indians lost 20 killed on the field, and 8 who died afterwards of their wounds. This was the greatest loss of men that I ever knew the Indians to sustain in any one battle. They will commonly retreat if their men are falling fast; they will not stand cutting like the Highlanders or other British troops, but this proceeds from a compliance with their rules of war rather than cowardice. If they are surrounded they will fight while there is a man of them alive rather than surrender. * * *

"Why have we not made greater proficiency in the Indian art of war? Is it because we are too proud to imitate them, even though it should be a means of preserving the lives of many of our citizens? No! We are not above borrowing language from them, such as hominy, pone, tomahawk, etc., which is of little or no use to us. I apprehend that the reasons why we have not improved more in this respect are as follows: No important acquisition is to be obtained but by attention and diligence; and as it is easier to learn to move and act in concert, in close order, in the open plain, than to act in concert in scattered order in the woods, so it is easier to learn our discipline than the Indian maneuvers. They train up their boys in the art of war from the time they are 12 or 14 years of age; whereas the principal chance our people had of learning was by observing their maneuvers when in action against us. I have been long astonished that no one has written upon this important subject, as their art of war would not only be of use to us in case of another rupture with them, but were only part of our men taught this art, accompanied with our continental discipline, I think no European power, after trial, would venture to show its head in the American woods.

"If what I have wrote should meet the approbation of my countrymen, perhaps I may publish more upon this subject in a future edition."

NOTE 17.—The Seminole war lasted seven years. The whole available force of the Regular Army was engaged in the combat. Yet General Scott, then commanding (April 30, 1836), wrote: I am more than ever persuaded that the whole force of the enemy, including negroes, does not exceed 1,200 fighting men. In addition to the whole force of the Regular Army, a portion of the Navy, and in the aggregate during the war more than 20,000 volunteers were brought into service. This one single Indian war cost upward of $40,000,000.

Delaware, Creek, and Choctaw Indians participated as our allies in this war. Our losses aggregated more than 3,000 men. The losses of the Seminole are not known. So stated by Geo. W. Manypenny.

From Sprague's History of the Florida War, page 102, we find that there served in the Florida war, in 1837 and 1838, 178 Delawares and Shawnee, including 4 officers. On another page we find that, while some of the Indian allies shirked going to battle with the Seminole, the Delawares were ready for the fray and went into the fight.

### INDIAN TREATIES IN COLONIAL TIMES.

We find in "An inquiry into the causes of the alienation of the Delawares and Shawnee from the British interests and into the measures taken for recovery of their friendship," a book printed in London, 1759, a list of the Indian treaties and other records:

Treaty between Governor Keith and the Indians at Conestogo, April, 1722.

Governor Gordon and the Five Nations at Philadelphia, July, 1727.

Minutes of council on Indian affairs, April 18, 1728.

Treaty between Governor Gordon and the Conestogoes, Delawares, Shawanese, and Canawese Indians, May and June, 1728.

Ditto and Five Nations, October 10, 1728.

Ditto and ditto, May, 1729.

Treaty between Governor Gordon, in the presence of Thomas Penn, esq., and the Shawanese, September, 1732.

Ditto and the Six Nations, August and September, 1732.

President Logan and ditto, 1736.

Deed of Confirmation of the Walking Purchase, 1737, containing recitals of several treaties or meetings, 1733 to 1737.

Minutes of Council relating to Indian Conferences, 1741, not delivered to the Assembly till 1742.

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Treaty between Governor Thomas and Six Nations, July, 1742.

Treaty held at Lancaster with the Six Nations, governors of Pennsylvania, Virginia, and Maryland, June, 1744.

Governor Thomas and Indians, at Philadelphia, October, 1744.

Treaties held at Albany with Six Nations, government of New York, Massachusetts, Connecticut, and Pennsylvania, October, 1745.

At Albany with ditto, governor of New York, September, 1746.

Votes of assembly of Pennsylvania, Volume III. Sundry minutes on Indian affairs, 1747–48.

Treaty held at Philadelphia between Governor Hamilton and the Six Nations, 1749.

C. Weiser's letters to the secretary, and Governor Hamilton's messages to the assembly before and after the said treaty, 1749.

Secretary Peter's report to Governor Hamilton of his proceedings at Juniata, 1750.

C. Weiser (Indian interpreter); his journal of proceedings at Albany, 1751.

Treaty held at Carlisle between the government of Pennsylvania and the Ohio Indians, 1753.

Private minutes of proceedings at Albany treaty, and deed of Indian purchase, 1754.

C. Weiser's journal of his conferences with Indians at Aughwick, 1754.

Conferences between Governor Morris and Indians at Philadelphia, August, 1755.

Indian intelligence obtained in confederance with the half king, Scarroyady, and others, at several times, 1754–55.

Conferences between Governor Morris and Scarroyady, etc., March and April, 1756.

Between some Quakers and Scarroyady, April, 1756.

Between Governor Morris and Captain Newcastle at Jagrea, June, 1756.

Between ditto and ditto, July, 1756.

Minutes of conferences between Governor Morris and Teedyuscung, king of the Delawares, July, 1756.

Ditto between Governor Denny and ditto at Easton, November, 1756.

Minutes of conferences between ditto and the Six Nations at Lancaster, May, 1757.

Between ditto and Teedyuscung and others, at Easton, August, 1757.

Conferences and treaties between Sir William Johnson and the Six Nations, Shawanese, and others, from December, 1755, to February, 1756. London, printed.

Sir William Johnson's treaty with the Shawanese and Delaware Indians, July, 1756. Published at New York, 1757.

Treaty with Shawanese, Nanticokes, and Mohickanders, April, 1757. Published at New York.

Thirteen Indian deeds taken from the public records:

2d October, 1685. For the lands from Duck Creek to Chester Creek.

12th January, 1696. For the lands on both sides of Susquehannah, lately purchased by Thomas Dungan of the Seneca and Susquehannah Indians.

5th July, 1697. For the land from Pennopeck Creek to Neshameny.

13th Sept., 1700. For the lands on both sides of Susquehannah, so far as the Susquehannah Indians have a right to claim, confirming the grant formerly made by Col. Dungan to William Penn.

23d April, 1701. Articles of friendship and agreement between William Penn and the Susquehannah, Shawonah, and North Patomack Indians.

17th Sept., 1718. Sassoonan, king of the Delawares, and his six counsellors, to William Penn, their deed of confirmation of all former sales of lands from Duck Creek to the mountains on this side Lechay.

11th October, 1736. Release of all the lands on Susquehannah to the southward of the Kittochtinny Hills from the chiefs of the Six Nations to John, Thomas, and Richard Penn, esquires.

25th October, 1736. Release from some of the chiefs of the Six Nations (parties to the last-mentioned deed) of all their right to the lands in the province of Pennsylvania, southward of the Kittochtinny Hills. On this deed appears an indorsement made at Albany, 9th July, 1754, confirming the deed and promising to sell no lands within these limits to any person save Thomas and Richard Penn, esquires.

25th August, 1737. A deed of confirmation of a purchase therein recited to have been formerly made of so much land as a man could go over in a day and half, beginning at Pitcock's Falls on Delaware, thence westward to Neshameny, and to the head of the most westerly branch of the said creek, and thence to the end of the Walk, etc.

23d July, 1748. Articles of friendship between the chiefs of the Tweghtwees and the government of Pennsylvania.

22d August, 1749. Release of the chiefs of the Six Nations of lands between the Kittochtinny Mountains and Maghoinoy on Susquehannah, and the said mountains and Lechawachsein on Delaware.

6th July, 1754. Release from the chiefs of the Six Nations of lands on the west side of Susquehannah, beginning at the Kittochtinny Hills, and thence to a creek northward of

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the Kittochtinny Hills, called Kayanondinhagh, thence northwest and by west to the western bounds of Pennsylvania, thence to the Maryland line, thence by said line to the south side of the Kittochtinny Hills, thence by the said south side of the said hills to the place of beginning.

9th July, 1754. An indorsement made by some of the parties to the said deed, promising to sell no lands within the limits of Pennsylvania to any but the Penns.

A paper said to be a copy of a deed dated 28th of 6th month, 1686, and indorsed copy of the last Indian purchase. To give it some credit, it has been confidently asserted that the said indorsement is of the handwriting of William Penn, but on its being produced at Easton and examined, it appeared clearly, and was confessed by the secretary and several others acquainted with Mr. Penn's handwriting not to be his, nor indeed is it like it. Its chief mark of credit is that it appears to be an ancient paper; but there is no certificate of its being a copy, nor was it ever recorded. As the name of Joseph Wood is put as one of the evidences, and as a person of that name declared at Pensbury, 1734, he was present at an Indian treaty in 1686, and it is not known there was any other of the name, it seems extraordinary, if this be a genuine copy, that he was not then called upon to make some proof of it.

"There is a considerable number of Indian deeds in the hands of the secretary for lands purchased at several times, and particularly for the lands on the branches of Schuylkil above Tulpyhockin, purchased in 1732 and 1733, which it was particularly desired might be produced, but they will neither record nor produce them. There is reason to believe the said last-mentioned deed would particularly militate against the subsequent proceedings from 1733 to 1737."

### A LIST OF TREATIES BETWEEN THE UNITED STATES AND THE DELAWARE INDIANS.

Treaty of 1778 (7 Stat. L., 13): Signed by White Eyes, The Pipe, John Kill Buck.

Treaty of 1785 (7 Stat. L., 16): Signed by Wingenum.

Treaty of 1789 (7 Stat. L., 28): Signed by Captain Pipe, Wingenond, Pekelan, Teataway.

Treaty of 1803 (7 Stat. L., 74): Signed by Teta Buxike, Bukongehelas, Hockingpomskenn, Kechkawhanund.

Treaty of 1804 (7 Stat. L., 81): Signed by Jeta Buxika, Bokongehelas, Alimee or Geo. White Eyes, Hockingpomskann, Tomaguee or The Beaver.

Treaty of July, 1805 (7 Stat. L., 87): Signed by Paahmehelot, Pamoxet or Armstrong, Pappellelond or Beaver Hat.

Treaty of August, 1805 (7 Stat. L., 91): Signed by Hocking Pomaskan, Hecklawhenand or Wm. Anderson, Allime or White Eyes, Tomague or Beaver.

Treaty of 1809 (7 Stat. L., 113): Signed by Anderson, for Hockingpomskan, who is absent; Anderson, Petchekekapon, The Beaver, Captain Kill Buck.

Treaty of 1814 (7 Stat. L., 118): Signed by Taiunshrah or Charles, Tiundraka or Jno. Bolesle, Eroneniarah or Shroneseh, Kicktohenina or Captain Anderson, Lemottenuckques or James Nanticoke, Laoponnichle or Baube, Joon Queake or John Queake, Kill Buck, Neachcomingd, Montgomery Montawe, Captain Buck, Hooqueor Mole, Captain White Eyes, Captain Pipe, McDaniel, Captain Snap.

Treaty of 1815 (7 Stat. L., 131): Signed by Toctowayning or Anderson, Lamahtanoques, Matahoopan, Aaheppan or The Buck, Jim Killbuck, Captain Beaver, McDonald.

Treaty of 1817 (7 Stat. L., 160): Signed by Kithtuwheland or Anderson, Punchhuck or Captain Beaver, Tahunqueecoppi or Captain Pipe, Clamatonockis, Aweallesa or Whirlwind.

Treaty of 1818 (7 Stat. L., 188): Signed by Kithteeleland or Anderson, Lapahnihe or Big Bear, James Nanticoke, Apacahund or White Eyes, Captain Killbuck, The Beaver, Netahopuna, Captain Tunis, Captain Ketchum, The Cat, Ben Beaver, The War Mallet, Captain Caghkoo, The Buck, Petchenanalas, John Quake, Quenaghtoothmait, Little Jack.

Treaty of August 1829 (7 Stat. L., 326): Signed by Captain Pipe, William Matacur, Captain Wolf, Eli Pipe, Solomon Joneycake, Joseph Armstrong, George Williams.

Treaty of September, 1829 (7 Stat. L., 327): Signed by William Anderson, Captain Paterson, Pooshies or The Cat, Jonny Quick, John Gray, George Guirty, Captain Beaver, Naunotetauxien, Little Jack, Captain Pipe, Big Island, Captain Suwaunock, white man. Signed in the presence of James Connor, Delaware interpreter.

These last six chiefs and warriors having been deputed to examine the country, have approved of it, and signed thier names at council camp in the fork of the Kansas and Missouri River, on the 19th October, 1829: Nauochecaupauc, Nungailautone, James Gray, Sam Street, Aupaneek, Outhteekawshaweat.

Treaty of 1832 (7 Stat. L., 397): Signed by Mehshayquowha, Nahkomin, Tawhelalen, Captain Ketchum, Nonondaqomon.

Treaty of July, 1848 (9 Stat. L., 337): Signed by Nahkoomer, Captain Ketchum, Captain Suavec, Jackenduthen, Sankocksa, Cockitowa, Sasarsittona, Pempscah, Nahquenon.

Treaty of May 6, 1854 (10 Stat. L., 1048): Signed by Sarcoxy, Neconhecond, Kockkatowha, Quacornowha or James Segondyne, Queahatowha, John Ketchum, Neshapanacumin,



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Charles Journeycake, Pondoxy or George Bullette, Keckkockquas or James Ketchum Ahlahachick or James Connor.

Treaty of May 30, 1860 (12 Stat. L., 1129): Signed by John Connor, Head Chief; Neconhecon, Chief of Wolf band; Sarcoxie, Chief of Turtle band; Rockatowha, Chief of Turkey band; James Connor, delegate.

Treaty of July 2, 1861 (12 Stat. L., 1177): Signed by John Connor, Head Chief; Neconhecon, Chief of Wolf band; Sarcoxie, Chief of Turtle band; James Connor, delegate; Charles Journeycake.

Treaty of July 4, 1866 (14 Stat. L., 793): Signed by John Connor, Head Chief; Captain Sarcoxie, Assistant Chief; Charles Journeycake, Assistant Chief; James Ketchum, James Connor, Andrew Miller, John Sarcoxie, counselors.

### AGREEMENT WITH CHEROKEES.

Treaty of April 8, 1867: Signed by John Connor, Principal Chief; Charles Journeycake, Isaac Journeycake, John Sarcoxie, Delaware delegates.

NOTE 18.—From Heckewelder's Transactions of the Historical and Literary Committee of the American Philosophical Society we get the following:

"The nation whom another tribe calls grandfather is certainly the head of the family to which they both belong. At his door burns the great national council fire,' or, in other words, at the place where he resides with his counselors, as the great or supreme chief of the national family, the heads of the tribes in the connection occasionally assemble to deliberate on their common interests; any tribe may have a council fire of its own, but can not dictate to the other tribes, nor compel any of them to take up the hatchet against an enemy, neither can they conclude a peace for the whole; this power entirely rests with the great national chief, who presides at the council fire of their grandfather.

"Indian nations or tribes connected with each other are not always connected by blood or descended from the same original stock. Some are admitted into the connection by adoption. Such are the Tuscaroras among the Six Nations; such are the Cherokees among the Lenni Lenape. Thus, in the year 1779, a deputation of fourteen men came from the Cherokee Nation to the council fire of the Delawares, to condole with their grandfather on the loss of their head chief. There are tribes, on the other hand, who have wandered far from the habitations of those connected with them by blood or relationship. It is certain that they can no longer be benefited by the general council fire. They, therefore, become a people by themselves, and pass with us for a separate nation if they only have a name; nevertheless (if I am rightly informed), they well know to what stock or nation they originally belonged, and if questioned on that subject will give correct answers. It is therefore very important to make these inquiries of any tribe or nation that a traveler may find himself among. The analogy of languages is the best and most unequivocal sign of connection between Indian tribes; yet the absence of that indication should not always be relied upon.

"It may not be improper also to mention in this place that the purity or correctness with which a language is spoken will greatly help to discover who is the head of the national family. For nowhere is the language so much cultivated as in the vicinity of the great national council fire, where the orators have the best opportunity of displaying their talents. Thus the purest and most elegant dialect of the Lenape language is that of the Unami or Turtle tribe."

## LAWS OF THE DELAWARE NATION OF INDIANS.

[Adopted July 21, A. D. 1866.]

The chiefs and councilors of the Delaware tribe of Indians convened at their council house, on the reservation of said tribe, adopted July 21, 1866, the following laws, to be amended as they think proper:

### ARTICLE I.

SECTION 1. A national jail shall be built on the public grounds, upon which the council house is now situated.

SEC. 2. Any person who shall steal any horse, mule, ass, or cattle of any kind shall be punished as follows: For the first offense the property of the offender shall be sold by the sheriff to pay the owner of the animal stolen the price of said animal and all costs he may sustain in consequence of such theft. But if the offender has no property, or if his property be insufficient to pay for the animal stolen, so much of his annuity shall be retained as may be necessary to pay the owner of said animal, as above directed, and no relative of said offender shall be permitted to assist him in paying the penalties of said theft. For the second offense the thief shall be sent to jail for thirty-five days, and shall pay all costs and damages the owner may sustain on account of said theft. For the third offense the

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thief shall be confined in jail three months, and shall pay all costs and damages, as above provided.

SEC. 3. If any person shall steal a horse beyond the limits of the reserve, and bring it within the limits thereof, it shall be lawful for the owner to pursue and reclaim the same upon presenting satisfactory proof of ownership, and, if necessary, receive the assistance of the officers of the Delaware Nation: *And it is further provided*, That such officials as may from time to time be clothed with power by the United States agent may pursue such offender either within or without the limits of the reserve.

SEC. 4. Whoever shall ride any horse without the consent of the owner thereof shall for the first offense pay the sum of ten dollars for each day and night that he may keep the said animal, and for the second offense shall be confined in jail for the term of twenty-one days, besides paying a fine of ten dollars.

SEC. 5. Whoever shall reclaim and return any such animal to the rightful owner, other than the wrongdoer, as in the last section mentioned, shall receive therefor the sum of two and fifty-hundredths dollars.

SEC. 6. In all cases of theft the person or persons convicted of such theft shall be adjudged to pay all costs and damages resulting therefrom; and in case of the final loss of any animal stolen, then the offender shall pay the price thereof, in addition to the costs and damages, as provided in a previous section.

SEC. 7. Whoever shall steal any swine or sheep shall for the first offense be fined the sum of $15, $10 of which shall be paid to the owner of the sheep or swine taken and $5 to the witness of the theft; for the second offense the thief shall, in addition to the above penalty, be confined in jail for twenty-eight days, and for the third offense the thief shall be confined four weeks in jail, and then receive a trial, and bear such punishment as may be adjudged upon such trial.

SEC. 8. Whoever shall steal a fowl of any description shall for the first offense pay to the owner of such animal the sum of $5; for the second offense, in addition to the above penalty, the thief shall be confined in jail for twenty-one days. The witness by whom such theft shall be proven shall be entitled to receive such reasonable compensation as may be allowed to him, to be paid by the offender.

SEC. 9. A lawful fence shall be eight rails high, well staked and ridered. If any animal shall break through or over a lawful fence, as above defined, and do any damage, the owner of the inclosure shall give notice thereof to the owner of such animal, without injury to the animal. The owner of such animal shall therefore take care of the same and prevent his doing damage; but should he neglect or refuse so to do, the animal itself shall be sold to pay for the damage it may have done; but if the premises be not inclosed by a lawful fence, as above defined, the owner of the inclosure shall receive no damages; but should he injure any animal getting into such inclosure, shall pay for any damage he may do such such animal.

SEC. 10. Every owner of stock shall have his or her brand or mark put on such stock, and a description of the brand or mark of every person in the tribe shall be recorded by the national clerk.

ARTICLE II.

SECTION 1. Whoever shall maliciously set fire to a house shall for the first offense pay to the owner of such house all damages which he may sustain in consequence of such fire; and, in addition thereto, for the second offense shall be confined in jail for the term of twenty-one days.

SEC. 2. Should human life be sacrificed in consequence of any such fire, the person setting fire as aforesaid shall suffer death by hanging.

SEC. 3. It shall be unlawful fo any person to set on fire any woods or prairie, except for the purpose of protecting property, and then only at such times as shall permit the person so setting the fire to extinguish the same.

SEC. 4. Whoever shall violate the provisions of the last preceding section shall for the first offense be fined the sum of $5, and pay the full value of all property thereby destroyed; for the second offense, in addition to the penalty above described, the offender shall be confined in jail for the term of thirty-five days, and for the third offense the same punishment, except that the confinement in jail shall be for the period of three months.

SEC. 5. Any person living outside of the reserve cutting hay upon the land of one living on the reserve, shall pay to the owner of such land the sum of one dollar per acre, or one-half of the hay so cut.

SEC. 6. No person shall sell any wood on the reserve, except said wood be first cut and corded.

ARTICLE III.

SECTION 1. Whoever shall find any lost article shall forthwith return the same to the owner, if he can be found, under the penalty imposed for stealing such article, for a neglect of such duty.

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SEC. 2. Whoever shall take any article of property without permission of its owner shall pay the price of the article so taken, and receive such punishment as the judge in his discretion may impose.

ARTICLE IV.

SECTION 1. Whoever shall take up any animal on the reserve as a stray shall, within one week, have the description of such animal recorded in the stray book kept by the council.

SEC. 2. If the owner of said stray shall claim the same within one year from the day on which the description was recorded, he shall be entitled to take it, after duly proving his property, and paying at the rate of five dollars per month for the keeping of such animal.

SEC. 3. The title to any stray, duly recorded, and not claimed within one year from the date of such record, shall rest absolutely in the person taking up and recording the same.

SEC. 4. Whoever shall take up a stray, and refuse or neglect to record a description of the same, as provided in section 1 of this article, shall be deemed to have stolen such animal if the same be found in his possession, and shall suffer the penalties inflicted for stealing like animals. The stray shall be taken from him, and remain at the disposal of the council, and a description of the same shall be recorded in the stray book.

ARTICLE V.

SECTION 1. If a person commit murder in the first degree, he shall, upon conviction, suffer the penalty of death; but if the evidence against him be insufficient, or if the killing be done in self-defense, the person doing the killing shall be released.

SEC. 2. Whoever shall, by violence, do bodily harm to the person of another shall be arrested, and suffer such punishment as may on trial be adjudged against him; and should death result from such bodily harm done to the person of another, the offender shall be arrested, and suffer such punishment as may be adjudged against him.

SEC. 3. Whoever shall wilfully slander an innocent party shall be punished for such slander at the discretion of the judge.

SEC. 4. Whoever, being intoxicated, or under the influence of liquor, shall display at the house of another, in a dangerous or threatening manner, any deadly weapons, and refuse to desist therefrom, being commanded so to do, and put up such weapons, either by the owner of the house or by any other person, shall for the first offense be fined the sum of $5, and pay all damages which may accrue; for the second offense shall be confined in jail twenty-one days and pay a fine of $10 and pay all damages which may accrue, and for the third offense shall be imprisoned in the jail for thirty-five days, be fined $20, and pay all damages as aforesaid.

SEC. 5. Officers shall be appointed to appraise all damages accruing under the last preceding section, who shall hear all the evidence, and render judgment according to the law and the evidence.

SEC. 6. Whoever shall, being under the influence of liquor, attend public worship or any other public meeting, shall first be commanded peaceably to depart, and if he refuses, it shall be the duty of the sheriff to arrest and confine such person until he becomes sober; and the offender shall pay a fine of $5.

SEC. 7. It shall be the duty of the sheriff to attend all meetings for public worship.

SEC. 8. No member of the Delaware Nation shall be held liable for any debts contracted in the purchase of intoxicating liquors.

SEC. 9. The United States agent and the chiefs shall have power to grant license to bring merchandise to the national payment ground for sale to so many traders as they may think proper for the interest of the nation.

SEC. 10. It shall be unlawful for any one person to bring any kind of drinks, except coffee, on the payment ground; and any person who shall offend against this section shall forfeit his drinkables and his right to remain on the payment ground.

SEC. 11. It shall be unlawful for any one person to bring within the reserve more than 1 pint of spirituous liquors at any one time. For the first offense against this section the offender shall forfeit his liquors and pay a fine of $5; for the second offense he shall forfeit his liquors and pay a fine of $10, and for the third offense he shall forfeit his liquors and be fined the sum of $25.

SEC. 12. Any person who shall find another in possession of more than 1 pint of liquor at one time upon the reserve may lawfully spill and destroy the same and shall use such force as may be necessary for such purpose. Should the owner resist and endeavor to commit bodily harm upon the person engaged in spilling or destroying said liquor, he shall be taken into custody by the sheriff and be punished as an offender against the law.

SEC. 13. The sheriff may lawfully compel any man or any number of men, ministers of the gospel excepted, to assist in capturing any person who shall violate these laws.

SEC. 14. Whoever shall offer resistance to any capture or arrest for violating any of the provisions of these laws shall be punished not only for the original offense for which he was arrested, but also for resisting an officer.

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ARTICLE VI.

SECTION 1. All business affecting the general interest of the nation shall be transacted by the council in regular sessions.

SEC. 2. All personal acts of chiefs, councilors, or private individuals in such matters as affect the general interest of the nation shall be considered null and void.

SEC. 3. Whoever shall violate the last preceding section by undertaking in a private capacity and manner to transact public and national business shall be imprisoned in the national jail for a period not less than six months nor more than one year, and shall forfeit his place of office or position in the nation, which place or position shall be filled by the appointment of other suitable persons.

SEC. 4. Councilors shall be appointed who shall take an oath faithfully to perform their duties to the nation, and for neglect of such duties others shall be appointed to fill their places.

SEC. 5. Should a councilor go on a journey, so that it is impossible for him to attend the meetings of the council regularly, he may appoint a substitute who shall act for him in his absence.

SEC. 6. Certain days shall be set apart for council and court days.

SEC. 7. The chiefs and councilors shall appoint three sheriffs, at a salary of $150 per annum each; one clerk, at $100 per annum; and one jailor, at a salary of $100 per annum, whose salary shall be due and payable half-yearly; and in case either of the above officers shall neglect or refuse to perform any of the duties of his office, he shall forfeit his salary, and his office shall be declared vacant and another shall be appointed to fill the office.

SEC. 8. The chiefs and councilors shall semiannually, in April and October, make an appropriation for national expenses, which appropriation shall be taken from the trust fund, or any other due the Delawares, and paid to the treasury.

SEC. 9. There shall be a treasurer appointed annually, on the 1st day of April, whose duty it shall be to receive and disburse all moneys to be used for national purposes; but the treasurer shall pay out money only on order of chiefs and councilors and for his services shall be paid 5 per cent on the amount disbursed.

ARTICLE VII.

SECTION 1. It shall be lawful for any person, before his or her death, to make a will and thereby dispose of his or her property as he or she may desire.

SEC. 2. If a man dies leaving no will to show the disposal of his property and leaves a widow and children, one-fourth of his property shall be set aside for the payment of his debts. Should the property so set aside be insufficient to pay all his debts in full it shall be divided among his creditors pro rata, which pro rata payment shall be received by his creditors in full satisfaction of all claims and demands whatever.

SEC. 3. If the property so set apart for the payment of debts is more than sufficient to pay all debts the remainder shall be equally divided among the children.

SEC. 4. The widow shall be entitled to one-third of the property not set aside for the payment of debts.

SEC. 5. If a man dies leaving no widow or children, his debts shall first be paid out of the proceeds of his personal property, and the remainder, if any, with the real estate, shall be given to the nearest relative.

SEC. 6. Whoever shall take or receive any portion of the property belonging to the widow and orphans shall be punished as if he had stolen the property.

SEC. 7. The council shall appoint guardians for orphan children when they deem it expedient so to do.

ARTICLE VIII.

SECTION 1. If a white man marry a member of the nation and accumulate property by such marriage, said property shall belong to his wife and children; nor shall he be allowed to remove any portion of such property beyond the limits of the reserve.

SEC. 2. Should such white man lose his wife, all the property shall belong to the children, and no subsequent wife shall claim any portion of such property.

SEC. 3. Should such white man die in the nation leaving no children, all his property shall belong to his wife, after paying his debts.

SEC. 4. Should such white man lose his wife and have no children, one-half of the personal property shall belong to him, and the other half shall belong to his wife's nearest relatives.

SEC. 5. Should such white man be expelled from the reserve and the wife choose to follow her husband, she shall forfeit all her right and interest in the reserve.

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ARTICLE IX.

SECTION 1. No member of the nation shall lease any grounds to persons not members of the nation.

SEC. 2. Should a white man seek employment of any member of the nation, he shall first give his name to the United States agent and furnish him with a certificate of good moral character, and also a statement of the time for which he is employed and the name of his employer.

SEC. 3. The employer shall pay all hired help according to agreement.

SEC. 4. Any person or persons violating any of the provisions of these laws on the reserve shall be punished as therein provided.

SEC. 5. All white men on the reserve disregarding these laws shall also be expelled from the reserve.

ARTICLE X.

SECTION 1. Whoever shall forcibly compel any woman to commit adultery, or who shall commit a rape upon a woman, shall, for the first offense, be fined the sum of $50 and be imprisoned in jail for thirty-five days; for the second offense he shall be fined $100 and be confined three months in the national jail, and for the third offense he shall be punished as the court shall see proper.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 502.

# THE COSTA RICA DEBT.

Mr. MORGAN presented the following

## EXTRACTS FROM CERTAIN LONDON NEWSPAPERS RELATING TO THE COSTA RICA DEBT.

JUNE 23, 1906.—Ordered to be printed.

*Extract from The Times, London, June 2, 1905.*

### THE MONEY MARKET.

The council of foreign bondholders communicate the summary of an agreement made between the Government of Costa Rica and Messrs. Speyer & Co., of New York, with reference to the settlement of the debt of the Republic. The proposals were considered by the committee of Costa Rica bondholders at a meeting held to-day, and the committee unanimously resolved to recommend their acceptance by a public meeting of the bondholders to be convened as soon as the agreement has been ratified by the Costa Rican Congress. The agreement is remarkable for the fact that the United States makes itself responsible for fulfillment of the terms. The following are extracts from the summary:

The Republic will create and issue its 5 per cent refunding bonds for $11,500,000 (United States gold), dated July 1, 1905, and carrying interest from that date. The loan may be increased to $13,239,000 for the purpose of exchange for the outstanding 6 per cent Pacific Railway gold bonds for $1,449,000.

The bonds are exempt from all taxes and will be repayable on July 1, 1955, or previously, by the operation of a cumulative sinking fund of at least 1 per cent of the nominal amount of the loan to be payable as from January, 1910, by monthly installments.

The loan will be secured by a first charge on all customs receivable by the Republic, whether imposed on imports or exports, and also secured (if the customs receipts prove insufficient to meet the necessary monthly payments for interest, sinking fund, and expenses, and if such deficiency be not paid by the Republic) by a first charge (subject only to the charge in respect of the $1,449,000 Pacific Railway bonds) on the amounts receivable by the Republic on the sale of liquors.

Holders of the refunding bonds and Messrs. Speyer & Co. shall be entitled to apply to the United States of America for protection against any violation of and for aid in the enforcement of the agreement and the refunding bonds.

Arrangements have been made with Messrs. Speyer & Co. whereby the latter will act in the conversion of the series A bonds and series B bonds of the present exterior debt of the Republic, and whereby provision will be made for the retirement for cash of the certificates in respect of arrears of interest on such bonds from January 1, 1895, to January 1, 1897, on the basis of the agreement of 1897, and for payment in cash of the interest accruing from April 1, 1901, to July 1, 1905, on the same basis on such bonds as shall be tendered for conversion.

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The holders of both the A and B bonds will upon conversion be entitled, in addition to payment in cash of the arrears of interest, to receive such a nominal amount of the 5 per cent new bonds as will produce an income equivalent to that payable in respect of the A and B bonds under the arrangement of 1897.

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*Extract from The Financial News, London, June 3, 1905.*

**COSTA RICA EXTERNAL DEBT.**

One of the most striking features in recent stock-exchange business has been the upward movement in the market valuations of the bonds of defaulting South and Central American States. In particular, Costa Rica "A" and "B" bonds rose in the past account 11⅛ and 8⅛, respectively, and since the commencement of the current year the quotations of both have considerably more than doubled. The appreciation is now to a large extent accounted for by the agreement which has been made between the Government of Costa Rica and Messrs. Speyer & Co., of New York (of which we published a summary in our issue of yesterday), subject to ratification by the Congress of the Republic on the one hand and acceptance by the external bondholders on the other hand. After the experience of the unfortunate holders of city of Cordova bonds, it would not be absolutely safe to count upon the Congressional ratification; but, so far as it is possible to judge, there will be neither difficulty nor undue delay upon that score, while the external bondholders are likely the more readily to adopt the recommendation of the council of foreign bondholders, since the agreement has in it two highly important clauses, making for something like finality in the settlement.

The clauses we refer to are as follows:

If the amounts received from customs are at any time insufficient, and default is made by the Republic, either in payment or otherwise, then, upon the request of either party to the agreement, or of the President of the United States of America, the Republic is to forthwith submit the matter for arbitration to The Hague Tribunal, or, in case that tribunal should cease to exist, or decline to act, or the Republic and the United States President should so agree, the matter can, on request of such President, be submitted to three arbitrators, to be appointed by them, as provided in the agreement.

The phraseology of the clause is a little vague, but that of the next one is quite explicit:

It is also provided that the holders of the refunding bonds and Messrs. Speyer & Co., shall be entitled to apply to the United States of America for protection against any violation of and for aid in the enforcement of the agreement and the refunding bonds.

It is obvious that these clauses would not have been inserted in the agreement without the sanction of the United States Government, and that, in accordance with the latest interpretation of the Monroe doctrine, that Government will only protect Costa Rica from foreign pressure so long as she fulfills her engagements with her creditors. The agreement thus marks a new departure, which may have highly important results for defaulting Spanish-American States and for their creditors.

In the past the treatment which Costa Rica has meted out to her external creditors has been, of course, utterly discreditable and flagrantly dishonest; but in that respect she has been no worse, but

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rather better, than the majority of the Spanish-American Republics. For practical purposes, as Lord Avebury reminded the bondholders in January last year, the public debt of Costa Rica had its origin in 1871-72, when two loans were issued, one for £1,000,000, with interest at 6 per cent and 2 per cent sinking fund, placed by Messrs. Bischoffsheim & Goldschmidt, and the other for £2,400,000, bearing 7 per cent interest and 1 per cent sinking fund, for which Messrs. Knowles & Foster were sponsors. The first loan was issued in moieties at 72 per cent and 74 per cent, respectively, and it is probable that Costa Rica got a much smaller percentage of the second loan, judging from the curious evidence given before the foreign loans commission some thirty years ago, but that was a matter between the Government and its agents, the bondholders were in no way responsible for any diversion of the proceeds of the loans from their proper purpose. In 1874 default took place, and for eleven weary years the bondholders received nothing, and in 1885 they made the most liberal concession to Costa Rica, on the principle that half a loaf would be better than no bread. The principal of the debt outstanding was reduced by 50 per cent, to £2,000,000, divided into £525,000 of A bonds and £1,475,000 of B bonds, the interest being permanently cut down to 5 per cent, instead of 6 per cent and 7 per cent, while for each £100 of interest in arrear the bondholders accepted £22 10s. in shares of the Costa Rica Railway Company. The rate of amortization was lowered to 1 per cent.

As some compensation for these reductions the bondholders were given the special security of "customs notes," which the Government undertook to issue each year up to the sum required to provide for the debt service, the "notes" being preferentially acceptable in payment of customs duties. It was also provided that the old bonds should be retained as collateral security until July 1, 1904. For eight years in succession the 1885 agreement was observed; but no sooner had the old bonds been handed over to the Government than default again took place, and, concurrently, the Government discontinued the issue of the "customs notes."

Two years later, in 1897, a fresh arrangement was sanctioned under which the interest on the A and B bonds was reduced from 5 per cent to 3 per cent in the former case and 2½ per cent in the latter; the sinking fund was suspended for twenty years, and the coupons in arrear, amounting to £250,000, were funded into noninterest-bearing certificates for £100,000, redeemable in twenty years by a sinking fund of £5,000 per annum. The debt payments were to be (but, in point of fact, never were) paid in monthly installments, and in the event of default for six consecutive months the rights of the bondholders under the 1885 agreement were to be ipso facto revived. The latest default has continued since October, 1891, despite every effort on the part of the council of foreign bondholders and its representatives to induce the Government of Costa Rica to act honestly toward the bondholders. Under all the circumstances, those bondholders would be perfectly justified in insisting that the arrangement of 1885 should be reverted to; but to do so would be to prolong the default for a quite indefinite period, and upon careful consideration, we are confident that they will accept the terms of settlement proposed. The total indebtedness of the Republic, funded and unfunded, amounts to $15,284,000, while the new issue is to be 5 per cent refunding United States gold bonds for $11,500,000; but it may be increased to $13,239,000 for the purpose of

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exchange for the outstanding 6 per cent Pacific Railway gold bonds for $11,449,000.

Principal and interest is to be payable in New York, or, at the holders' option, at a fixed rate of exchange of $4.85 per £1, in London. The sinking fund has been fixed at 1 per cent (at least), payable in monthly installments, and to be applied by Messrs. Speyer & Co. in the purchase of bonds, at not exceeding par and interest, or by drawings at par and interest. The loan is to be secured by a first charge on all customs receivable by the Republic, whether on imports or exports, any deficiency being made good by the amounts receivable on the sale of liquors. The customs revenue has risen steadily from $1,238,000 in 1900 to $1,676,000 last year, while the liquor revenues have fallen in the same period from $424,000 to $335,000, after being as low as $301,000 in 1903. There is ample security for the loan if the Government chooses to act honorably, and, as the holders of the A and B bonds are to be entitled, in addition to payment in cash of the arrears of interest, to receive such a nominal amount of the new 5 per cent bonds as will produce an income equivalent to that payable under the 1897 arrangement, they have reason to feel very grateful alike to the council of foreign bondholders and to Messrs. Speyer & Co. for bringing about a welcome, if tardy, termination of what threatened to be a permanent default.

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*Extracts from the South American Journal, London, June 3, 1905.*

### THE COSTA RICA DEBT.

Fluctuating between 29 as highest and 17½ as the lowest, and opening this year at 28, Costa Rica A bonds have this week advanced to 58½, much of this improvement having taken place quite recently. Undoubtedly the current quotation is a record one, and has, I understand, been brought about by heavy purchases on behalf of Messrs. Speyer in connection with the funding arrangement announced yesterday. Costa Rica has been in default so long that bondholders are to be congratulated on a deal which gives such a high value to their bonds, for which they are greatly indebted to Messrs. Speyer. Of course, this great American firm are not philanthropists, and it is believed that behind them they have at least the moral support of the United States Government. Several clauses in the agreement would seem to point to this, for it would appear that the new loan is to be specially secured upon the Republic's customs receipts, which are to be collected through a customs agency to be designated by Messrs. Speyer; but should default take place, then designations may be made by the President of the United States, who, in another clause, also has the right to request Costa Rica to submit any disputes or questions arising to arbitration. The holders of Costa Rica B bonds will get £50 of the new 5 per cent funding bonds, plus arrears of interest in cash, which should justify even a better price than that now ruling. They are expected to command a price of fully 80, and in some quarters par is looked for. It is believed that Messrs. Speyer have other Central American defaulting States in hand.—(*City Office.*)

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The council of foreign bondholders communicate the summary of an agreement made between the Government of Costa Rica and Messrs. Speyer & Co., of New York, with reference to the settlement of the debt of the Republic. The proposals were considered by the committee of Costa Rica bondholders at a meeting held on Thursday, and the committee unanimously resolved to recommend their acceptance by a public meeting of the bondholders to be convened as soon as the agreement has been ratified by the Costa Rican Congress.

The following is a summary, in United States gold, of the indebtedness of the Republic:

| | | |
|---|---|---|
| (*a*) Bonded debt (outstanding Apr. 1, 1905): | | |
| 1. Exterior debt | | $11,690,925.00 |
| 2. Interior debt | | 693,315.00 |
| 3. Pacific Railway bonds | | 1,449,000.00 |
| (*b*) Unfunded debt (outstanding Jan. 1, 1905): | | |
| 1. Floating debt | $991,928.24 | |
| 2. Consolidated debt | 458,382.44 | |
| | | 1,450,310.68 |
| | | 15,283,550.68 |

The Republic will create and issue its 5 per cent refunding United States gold bonds for $11,500,000, in denominations of $1,000 and $500, payable to bearer, and dated July 1, 1905, and carrying interest from such date. The loan may be increased to $13,239,000 for the purpose of exchange for the outstanding 6 per cent Pacific Railway gold bonds for $1,449,000.

Principal and interest of refunding bonds, payable at Messrs. Speyer & Co., New York, or, at the holders' option, at a fixed rate of exchange of $4.85 per £1, in London, at Messrs. Speyer Brothers, and at 2.50 guilders per dollar in Amsterdam, at Messrs. Teixeira de Mattos Brothers.

The bonds are exempt from all taxes, and will be repayable on July 1, 1955, or previously, by the operation of a cumulative sinking fund of at least 1 per cent of the nominal amount of the loan, to be payable as from January, 1910, by monthly installments, and to be applied by Messrs. Speyer & Co. in the purchase of bonds at not exceeding par and interest, or by drawings at par and interest, thirty days' notice at least of the drawings to be given. The Republic reserves the right to at any time pay any further sums to the credit of the sinking fund.

The loan constitutes a direct obligation of the Republic and will be secured by a first charge on all customs receivable by the Republic, whether imposed on imports or exports, and also secured (if the customs receipts prove insufficient to meet the necessary monthly payments for interest, sinking fund, and expenses, and if such deficiency be not paid by the Republic) by a first charge (subject only to the charge in respect of the $1,449,000 Pacific Railway bonds) on the amounts receivable by the Republic on the sale of liquors.

A customs agency (to be designated by Messrs. Speyer & Co. until default shall have been made by the Republic, when the designation may be made by the President of the United States of America, and, failing him, by Messrs. Speyer & Co.) is to be established, and is to have the sole right to issue (1) certificates with which all customs upon imports and exports receivable by the Republic are alone to be paid, and (2) (if the proceeds of the issue of the above certificates shall in any month be insufficient, and such deficiency shall not be met by the



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Republic) certificates in which alone the purchase price of all liquor sold by the Republic shall be payable.

The agency is monthly to remit to Messrs. Speyer & Co., of New York (who are to act as agents and bankers of the Republic in America, Great Britain, and the Continent of Europe), for the service of the loan, one-twelfth of the amount necessary to provide for interest, sinking fund, and expenses.

The Republic is under obligation so long as any of the bonds remain outstanding not to create any further charge or hypothecation in priority to or ranking pari passu with the bonds, and also not (without the assent of Messrs. Speyer & Co., after notice to them) to vary or change the customs on exports or imports, or assign, pledge, or otherwise deal with the right of manufacture of liquor.

If the amounts received from customs is at any time insufficient, and default is made by the Republic, either in payment or otherwise, then upon the request of either party to the agreement, or of the President of the United States of America, the Republic is to forthwith submit the matter for arbitration to the Hague Tribunal, or in case that tribunal should cease to exist or decline to act, or the Republic and the United States President should so agree, the matter can, on request of such President, be submitted to three arbitrators, to be appointed by them as provided in the agreement.

It is also provided that the holders of the refunding bonds and Messrs. Speyer & Co. shall be entitled to apply to the United States of America for protection against any violation of and for aid in the enforcement of the agreement and the refunding bonds.

Arrangements have been made with Messrs. Speyer & Co. whereby the latter will act in the conversion of the series A bonds and series B bonds of the present exterior debt of the Republic, and whereby provision will be made for the retirement for cash of the certificates in respect of arrears of interest on such bonds from January 1, 1895, to January 1, 1897, on the basis of the agreement of 1897, and for payment in cash of the interest accruing from April 1, 1901, to July 1, 1905, on the same basis on such bonds as shall be tendered for conversion.

The holders of both the A and B bonds will upon conversion be entitled, in addition to payment in cash of the arrears of interest, to receive such a nominal amount of the 5 per cent new bonds as will produce an income equivalent to that payable in respect of the A and B bonds under the arrangement of 1897.

The Republic is to primarily apply any balance of the proceeds of the bonds received by it to the payment off of the floating and consolidated debts of the country.

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*Stock and share list—South American stocks, bonds, etc.*

COSTA RICA.

| Issue price. | Present amount. | Sinking fund. | Prices during 1904. | | Name of stock. | Last week's quotations. | Latest quotations. |
|---|---|---|---|---|---|---|---|
| | | | Highest. | Lowest. | | | |
| | £ | Per cent. | | | | | |
| ..... | 525,000 | ..... | 28¾ | 17¼ | Bonds A—3 per cent..... | 52 53 | 58 59 |
| ..... | 1,475,000 | ..... | 25¾ | 13¼ | Bonds B—2½ per cent..... | 46 47 | 50 51 |

Dividends paid April and October.

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*Extracts from the Thirty-second Annual Report of the Council of the Corporation of Foreign Bondholders for the years 1904-5.*

(Page 10.)

At the time of the publication of the last report there were six Spanish-American debts in default, viz, those of Colombia, Costa Rica, Guatemala, Honduras, Venezuela, and the Buenos Ayres cedulas. It is satisfactory to state that two of these debts, the Colombian and Venezuelan, have been settled on terms which, all things considered, may be regarded as fair, especially in the case of the former. Negotiations are proceeding for a settlement of the Costa Rican debt and of the Buenos Ayres cedulas, and it is to be hoped that arrangements may be effected in both cases in the near future.

Although rumors have been afloat that the two worst of the defaulting states, Honduras and Guatemala, are about to make proposals to their creditors, no offer has been submitted by either of them to the council. It is certain, however, that sooner or later these defaulting countries will realize that the absence of all credit and the fact that the money markets of the world are closed to them outweigh any sacrifices they might have to make in order to pay their obligations to the bondholders.

The past year has witnessed a very remarkable appreciation in the market value of Spanish-American securities. The following table, showing the comparative prices of the bonds of eight of these countries at the end of September of each year from 1901 to 1905, inclusive, is of interest:

| | 1901. | 1902. | 1903. | 1904. | 1905. |
|---|---|---|---|---|---|
| Colombia | 14 | 18 | 24¼ | 24 | 44 |
| Costa Rica A | 16¼ | 24 | 22 | 26 | 56 |
| Costa Rica B | 15 | 19 | 19 | 19¼ | 46 |
| Guatemala | 13 | 27¼ | 21 | 24 | 39¼ |
| Honduras | 5 | 5¼ | 5½ | 6 | 13 |
| Nicaragua | 57¼ | 66¼ | 60¼ | 59 | 79 |
| Paraguay | 23 | 27 | 29 | 35 | 50 |
| Uruguay | 49¼ | 55¼ | 58¼ | 59¼ | 72 |
| Venezuela | 26 | 29 | 32¼ | 42 | 51 |

The appreciation in value between 1901 and 1905 has been approximately as follows:

| | Per cent. | | Per cent. |
|---|---|---|---|
| Colombia | 215 | Nicaragua | 37 |
| Costa Rica (average) | 223 | Paraguay | 120 |
| Guatemala | 200 | Uruguay | 45 |
| Honduras | 160 | Venezuela | 97 |

It is understood that the increase in values is largely due to the idea that the recent utterances of President Roosevelt with regard to the Monroe doctrine were intended to indicate that the United States Government would not allow the Spanish-American Republics to take advantage of the protection afforded them by the United States in order to evade the payment of their liabilities to their foreign creditors, and that if they did not, in the President's words, "act with decency in industrial and political matters, keep order and pay their obligations," the United States would take steps to compel them to do so. It is sincerely to be hoped that this may prove to be the case.

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The attitude of the United States Government in connection with Panama, Santo Domingo, and Guatemala, which is dealt with in the appendix of this report can not, however, be regarded as affording the English bondholders much cause for congratulation.

(Pages 16 and 17.)

*Costa Rica.*—In June last Messrs. Speyer Brothers informed the council that a provisional agreement, which included the settlement of the external debt, had been arrived at between their New York house and the Government of Costa Rica. The agreement provided for the issue of a new debt of $11,500,000 (United States gold), bearing interest at 5 per cent, and with a sinking fund of 1 per cent to commence in 1910, which was to be applied to the conversion of the existing external debt and of a portion of the internal debt, and to the payment in cash of all the arrears of interest on the external debt and of stamp duties, etc., in connection with the new issue. The holders of A and B bonds were to receive 60 per cent and 50 per cent, respectively, in new bonds on account of their capital, besides the cash payment for arrears, amounting in the case of A bonds to £12 15s. and in that of B bonds to £10 12s. 6d. The new loan was to be secured by a first charge on the customs receipts and collaterally by a second charge on the receipts on the liquor revenue. A customs agency, charged with the issue of certificates by means of which all duties were to be paid, was to be established and designated by Messrs. Speyer & Co., of New York, and the agreement contained a provision that in the event of a default taking place this agency might be designated by the President of the United States.

The proposals were considered by the committee, who resolved that they would be prepared to recommend them to the acceptance of the bondholders, provided that they were first ratified by the Costa Rican Congress. Unexpected difficulties have, however, arisen, and as far as the council have been able to ascertain no decision has been arrived at by Congress. It is understood that a new government will shortly come into office, and that no further progress can be made until Congress reassembles in the spring of next year.

(Pages 118 and 119.)

COSTA RICA.

| | |
|---|---|
| A bonds | £525,000 |
| B bonds | 1,475,000 |
| | 2,000,000 |
| Coupons in arrear: | |
| January, 1895, to January, 1897, inclusive | 200,000 |
| October, 1901, to April, 1905, inclusive | 400,000 |
| | 2,600,000 |

COSTA RICA COMMITTEE.

Right Hon. Lord Avebury, chairman.
Sir G. Barham.
Claud Bishop, esq.
Hon. Sir C. W. Fremantle, K. C. B.
D. G. Bruce Gardyne, esq.
Walter Hentley, esq.
F. G. Horne, esq.
F. Praed, esq.
M. Van Raalte, esq.
Cecil Sharp, esq.
C. Surgey, esq.
R. E. Tomkinson, esq.
Right Hon. R. E. Wodehouse, M. P.
J. W. Phillips, esq., M. P.

Secretary, James P. Cooper, esq.

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| | | |
|---|---|---|
| Area | square miles.. | 23,000 |
| Population (January 1, 1905) | | 331,340 |
| Capital, San Jose—population | | 24,500 |
| External debt per head (including arrears of interest) | | £7 16s. 11d. |

President, Don Ascension Esquivel.

(Pages 122–126.)

REPORT.

The service of the external debt of Costa Rica has remained in total default during the past year.

Although the Government of Costa Rica has several times intimated to the council that they would shortly submit an offer of settlement no such offer was forthcoming, but in June last the council were informed by Messrs. Speyer Brothers that an ad referendum agreement had been entered into by the Government with their New York house. The following epitome of the agreement was handed to the council by Messrs. Speyer Brothers:

*The Republic of Costa Rica. Epitome of agreement dated 18th of May, 1905, made between the Republic of Costa Rica and Messrs. Speyer & Co., of New York, bankers.*

OBJECT OF AGREEMENT.

The agreement (which is subject to ratification by the Congress of the Republic, and if not duly ratified before the 1st July, 1905, and a duplicate filed within thirty days after ratification with the Department of State of the United States of America, can be determined by the bankers) has for its object the readjustment of the external debt of the Republic by the issue of refunding bonds.

The following is a summary, in United States gold, of the indebtedness of the Republic as set out in Schedule A to the agreement:

PRESENT INDEBTEDNESS OF THE REPUBLIC.

| | | |
|---|---|---|
| (*a*) Bonded debt (outstanding April 1st, 1905): | | |
| 1. Exterior debt | | $11,690,925.00 |
| 2. Interior debt | | 963,315.00 |
| 3. Pacific Railroad bonds | | 1,449,000.00 |
| (*b*) Unfunded debt (outstanding January 1st, 1905): | | |
| 1. Floating debt | $991,928.24 | |
| 2. Consolidated debt | 458,382.44 | |
| | | 1,450,310.68 |
| Total | | 15,283,550.68 |

And the following is a summary (in U. S. A. gold taken at 46½ cents per colon) of the statement contained in Schedule B of the agreement of gross customs receipts, including receipts from customs on imports of liquor for the year 1900 to 1904, viz:

| | |
|---|---|
| 1900 | $1,238,452.44 |
| 1901 | 1,301,640.49 |
| 1902 | 1,319,888.26 |
| 1903 | 1,648,000.97 |
| 1904 | 1,675,527.43 |

And also of the statement in such schedule of the net revenues from sales of liquor taken at 46½ cents per colon for the same years, viz:

| | |
|---|---|
| 1900 | $424,063.26 |
| 1901 | 365,049.18 |
| 1902 | 317,585.70 |
| 1903 | 301,203.19 |
| 1904 | 334,800.00 |

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AMOUNT OF NEW REFUNDING LOAN.

The Republic will create and issue its 5 per cent refunding United States gold bonds for $11,500,000 in denominations of $1,000 and $500 payable to bearer, and dated 1st July, 1905, and carrying interest from such date. The loan may be increased to $13,239,000 for the purpose of exchange for the outstanding 6 per cent Pacific Railway gold bonds for $1,449,000.

Principal and interest of refunding bonds, payable at Messrs. Speyer & Co., New York, or, at the holders option, at a fixed rate of exchange of $4.85 per £1 sterling in London, at Messrs. Speyer Bros., or at 2.50 guilders per dollar in Amsterdam, at Messrs. Teixeira de Mattos Bros.

AMORTIZATION OF BONDS.

The bonds are exempt from all taxes and will be repayable on the 1st July, 1955, or previously, by operation of a cumulative sinking fund of at least 1 per cent of the nominal amount of the loan to be payable as from January, 1910, by monthly installments, and to be applied by Messrs. Speyer & Co., in the purchase of bonds at not exceeding par and interest, or by drawings at par and interest, thirty days' notice at least of the drawings to be given. The Republic reserves the right to at any time pay any further sums to the credit of the sinking fund.

SECURITY FOR THE LOAN.

The loan constitutes a direct obligation of the Republic, and will be secured by a first charge on all customs receivable by the Republic, whether imposed on imports or exports, and also secured (if the customs receipts prove insufficient to meet the necessary monthly payments of interest, sinking fund, and expenses, and if such deficiency be not paid by the Republic) by a first charge (subject only to the charge in respect of the $1,449,000 Pacific Railway bonds), on the amounts receivable by the Republic on the sale of liquors.

COLLECTION OF CUSTOMS.

A customs agency (to be designated by Messrs. Speyer & Co., until default shall have been made by the Republic, when the designation may be made by the President of the United States of America, and failing him, by Messrs. Speyer & Co.) is to be established, and is to have the sole right to issue (1) certificates with which all customs upon imports and exports receivable by the Republic are alone to be paid, and (2) (if the proceeds of the issue of the above certificates shall in any month be insufficient, and such deficiency shall not be met by the Republic) certificates in which alone the purchase price of all liquor sold by the Republic shall be payable.

REMITTANCES BY AGENCY FOR SERVICE OF LOAN.

The agency is monthly to remit to Messrs. Speyer & Co., of New York (who are to act as agents and bankers of the Republic in America, Great Britain, and the Continent of Europe), for the service of the loan, one-twelfth of the amount necessary to provide for interest, sinking fund, and expenses.

REPUBLIC NOT TO VARY CUSTOMS, ETC., WITHOUT ASSENT.

The Republic is under obligation, so long as any of the bonds remain outstanding, not to create any further charge or hypothecation in priority to or ranking pari passu with the bonds, and also not (without the assent of Messrs. Speyer & Co., after notice to them) to vary or change the customs or exports or imports, or assign, pledge, or otherwise deal with the right of manufacture of liquor.

ARBITRATION IN CASE OF DEFAULT ON PART OF REPUBLIC.

If the amount received from customs is at any time insufficient and default is made by the Republic, either in payment or otherwise, then upon the request of either party to the agreement, or of the President of the United States of America, the Republic is to forthwith submit the matter for arbitration to The Hague Tribunal, or in case that tribunal should cease to exist or decline to act, or the Republic and the United States President should so agree, the matter can, on request of such Presi-

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dent, be submitted to three arbitrators, to be appointed by them as provided in the agreement.

It is also provided that the holders of the refunding bonds and Messrs. Speyer & Co. shall be entitled to apply to the United States of America for protection against any violation of and for aid in the enforcement of the agreement and the refunding bonds.

CONVERSION OF EXISTING "A" AND "B" BONDS.

Arrangements have been made with Messrs. Speyer & Co., whereby the latter will act in the conversion of the series "A" bonds and series "B" bonds of the present exterior debt of the Republic, and whereby provision will be made for the retirement for cash of the certificates in respect of arrears of interest on such bonds from 1st January, 1895, to 1st January, 1897, on the basis of the agreement of 1897, and for the payment in cash of the interest accruing from 1st April, 1901, to 1st July, 1905, on the same basis on such bonds as shall be tendered for conversion.

The holders of both "A" and "B" bonds will upon conversion be entitled, in addition to payment in cash of the arrears of interest, to receive such a nominal amount of the 5 per cent new bonds as will produce an income equivalent to that payable in respect of the "A" and "B" bonds under the arrangement of 1897.

The Republic is to primarily apply any balance of the proceeds of the bonds received by it to the payment off of the floating and consolidated debts of the country.

Dated 1st June, 1905.

The committee, having considered the terms as above proposed for the settlement of the external debt, resolved that, provided the agreement was ratified by the Costa Rican Congress, they would recommend the proposals to the acceptance of the bondholders.

Messrs. Speyer Brothers were hopeful that the agreement would have been ratified by Congress before the end of June, but unexpected difficulties and delays arose, and, as far as the council have been able to ascertain, the further consideration of the matter has been postponed until after the elections, which are to take place toward the close of the present year.

Judging from the account given by the President and the finance minister of the financial condition of the country and the large sum expended on the payment of internal obligations, the conduct of the Costa Rican Government in allowing the external debt to remain for so long a period in total default is deserving of the strongest condemnation.

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 503.

# HEIRS OF ROBERT BRADLEY.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE HEIRS OF ROBERT BRADLEY, DECEASED, AGAINST THE UNITED STATES.**

JUNE 25, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 23, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

ARCHIBALD HOPKINS,
*Chief Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11487. Hiram Baldwin, Joseph De France Baldwin, and Richard Robert Baldwin, heirs of Robert Bradley, deceased, *v.* The United States.]

STATEMENT OF CASE.

On November 16, 1903, the following bill was introduced in the United States Senate:

"A BILL for the relief of the estate of Robert Bradley and Mary C. Bradley, deceased.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the estate of Robert Bradley, deceased, and Mary C. Bradley, deceased, both late of Adams County, Mississippi, the sum of eighty thousand seven hundred dollars, in full compensation for stores and supplies and property taken for the use of and used by the Federal forces during the late war of the rebellion."

Said bill was referred to this court on April 26, 1904, by resolution of the Senate for findings of fact in accordance with the terms of section 14 of the act approved March 3, 1887, and commonly known as the Tucker Act.

The case was brought to a hearing on loyalty and merits on the 16th of January, 1906.

Moyers & Consaul appeared for the claimant and the Attorney-General, by George M. Anderson, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The claimants in their petition make the following allegations:

That they are citizens of the United States; that petitioner Hiram Baldwin is a resident of the county of Adams, State of Mississippi; that petitioner Joseph De France

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Baldwin is a resident of the parish of Madison, State of Louisiana; that petitioner Richard Robert Baldwin is a resident of the parish of Tensas, State of Louisiana; that petitioners are grandsons and heirs of Robert Bradley, deceased, formerly a citizen of the United States and a resident of the county of Adams, State of Mississippi; that said Robert Bradley died intestate in 1863; that in the fall of 1863, and while petitioners were the owners of an undivided 16 per cent of the property and estate left by said Robert Bradley, their grandfather, the United States military forces took from said estate, by proper authority, quartermaster stores and commissary supplies of the kinds and values below stated, to wit:

Taken from Bradley plantation, about 8 miles southeast of Natchez, Miss., by troops stationed at Natchez, including the Fifty-eighth Colored Infantry (or Sixth Mississippi Infantry) and other commands:

| | |
|---|---|
| 40 mules, at $150 each | $6,000 |
| 15 horses, at $150 each | 2,250 |
| 9,000 bushels shelled corn, at 75 cents per bushel | 6,750 |
| 75 cattle, at $25 each | 1,875 |
| 240 sheep, at $3 each | 720 |
| 10 hogs, at $8 each | 80 |
| 150 tons of hay and fodder, at $15 per ton | 2,250 |
| Total | 19,925 |

That petitioners were the owners of an undivided 16 per cent interest in and to said property so taken, said interest amounting to the sum of $3,188.

That petitioner Hiram Baldwin is the eldest of petitioners and was born about 1857; that during the time allowed under the provisions of the act approved March 3, 1871, for presenting claims to the Southern Claims Commission, all of petitioners were minors; that this claim was presented to Congress and bills were introduced in the Fifty-seventh and Fifty-eighth Congresses.

The court, upon the evidence and after considering the briefs and arguments of counsel upon both sides, makes the following

FINDINGS OF FACT.

I. The claimants herein were loyal to the Government of the United States throughout the war for the suppression of the rebellion, they being infants of tender years, under 7 years of age, at the time of the taking of the property here claimed for.

II. There was taken from the claimants about 8 miles from Natchez, Miss., in the fall of 1863, during the war for the suppression of the rebellion, by the military forces of the United States, by proper authority for the use of the Army property of the kind and character described in the petition, the reasonable value of the interest of the claimants herein being then and there the sum of two thousand dollars ($2,000), same being one-sixth of the value of the property taken at the time.

III. *Laches.*—At the time of the taking of the property mentioned in Finding II the claimants herein were infants of tender years, the eldest being born in 1857 and the other subsequent thereto. No claim appears to have been filed by anyone for them during their minority before the Commissioners of Claims under the act of March 3, 1871, nor do they appear to have presented any claim to Congress after they became of age until the year 1904 and the subsequent reference of said claim to the court by resolution of the Senate April 26, 1904, under the act of March 3, 1887. No evidence is offered otherwise to show why the claim was not presented or prosecuted by some one as guardian for them before the Commissioners of Claims or by them before Congress after they became of age.

BY THE COURT.

Filed May 15, 1906.
A true copy.
Test this 23d day June, 1906.
[SEAL.]

ARCHIBALD HOPKINS,
*Chief Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 504.

# PROJECTED INTERCONTINENTAL RAILWAY THROUGH THE THREE AMERICAS.

Mr. CULLOM presented the following

**LETTER FROM MR. HINTON ROWAN HELPER RELATING TO HIS PROJECTED INTERCONTINENTAL RAILWAY THROUGH THE THREE AMERICAS.**

JUNE 25, 1906.—Ordered to be printed.

No. 806 TWELFTH STREET NW.,
*Washington, D. C., June 21, 1906.*

*To the honorable the Senators and Representatives of the United States of America in Congress assembled.*

ERUDITE AND DISTINGUISHED GENTLEMEN: Both for present purposes and for future facilities in discreetly promoting unequaled and matchless measures which have for their object the immense betterment, materially and mentally and morally, of every portion of our Western Hemisphere, your thoughtful attention is thus again respectfully requested to the transcendent merits of my projected railway designed to run continuously through North and Central and South America, from Bering Sea to the Strait of Magellan.

In the course of a modest memorial which I had the honor of addressing to Congress on the 13th of last December (S. Doc. No. 92), duty alike to public morals and to the proper conservation of certain private rights imposed upon me the unavoidable obligation of stating various facts affecting my projected intercontinental railway through the three Americas; at the same time not neglecting to denounce, though as yet with temporarily reserved designation of odiously corrupt and stench-engendering names and considerately qualified severity, a certain canny and clandestine combination of insidious and double-dealing conspirators and despoilers, whose gross and groveling game of graft, if not promptly prevented and punished, will eventually involve every American nation in irreparable degradation and disgrace.

The crafty and craven clique or coterie of depredators and usurpers here but too feebly and too gently castigated, in these few words, should all be condemned and contemned as detestably more sly and vile than those characterless creatures in the city of New York who have recently played such frightful havoc with the funds of the great life insurance companies of that commercial metropolis. Yet it is largely and conspicuously to the credit of New York and to our entire

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Republic, north and south and east and west, that the moral sense of America is now thoroughly aroused, far more so in these days than ever before, against the ignominy and iniquity of graft and every other sort of secret and cunning crime, wherever it exists. Evidently our fairly ponderous and tolerably respectable world is gradually growing better all the while; not worse, in reality.

Every statement apparent in the memorial mentioned above, Senate Document No. 92, was strictly veracious and opportune, and is still quite seasonable and honorably insistent; and, if necessary, I would here and now, with redoubled energy and emphasis, deliberately reiterate the communication as a whole, or disjointly, whether in pages, in paragraphs, in sentences, or in words.

With all the candor of conscientious outlook and scrutiny and circumspection, freely mingled with the ardor of patriotic impulses, it may be safely affirmed that a vastly extensive and equitably uniform enrichment of North and Central and South America, materially and mentally and morally, on bases of the very highest honor and amity and peace and fair dealing toward every worthy citizen of our whole Western world, may here be plainly and truly stated as the special aim and incitement impelling me to address to you this additional memorial.

As has already been intimated, if not distinctly uttered, an unequaled and matchless measure of state, national and international and intercontinental, with various concomitant and very valuable adjuncts, is essential to early and complete success in the grandly progressive and superexcellent undertaking thus suggested, and which has been the uppermost aspiration of my rather diminutive mind ever since, on the 30th day of November, 1866, nearly forty years ago, I originated and projected the Three Americas Railway; an incomparable highway of nations; a supereminent thoroughfare of contiguous and harmonious republics, all nobly characterized by free and liberal and enlightened and independent and praiseworthy governments, between Alaska and Patagonia, inclusive, and inseparably connected, or to be connected, with every line and lineament and fraction of latitude that leads from the Atlantic Ocean to the Pacific deep; an unrivaled speedway and furtherer of facilities for the rapid transit of travelers and the more safe and convenient and expeditious transportation of freight, that will doubtless and immeasurably aid ere long in evolving among us new conditions of general amelioration and improvement so far-reaching and approximately so perfect that the rapturous and salutary like or likeness of them will never, on any part of the earth, have been previously beheld.

Elaborate and careful calculations which I have made time and again in this most important matter, intimately and indissolubly associated with many of the huge entities of terrestrial space within and beyond the three Americas, strictly adhering meanwhile to methods and procedures of inviolable truth and justice and unquestionable principles of integrity and dignity, clearly indicate, as immensely advantageous results of an early consummation of my extraordinarily propitious plans and pursuits, for North America an annual and every-year and never-ending augmentation of commercial values, including exports and imports, of at least $600,000,000; for South America not less than $300,000,000, and for Central America and Mexico a sum total exceeding $200,000,000.

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In this assiduous and straightforward manner of arriving, or striving to arrive, at the precise facts involved, it appears that in affairs of only ordinary business, not here considering improvements and progress in the intellectual and ethical and æsthetic interests of our nearly 150,000,000 inhabitants now residing within the three Americas, there is wisely and easily obtainable an enormous and unlimitedly annual increment of extra wealth amounting to an aggregate even above $1,000,000,000.

Narration of facts is one thing; accounting for the occurrence of unexpected events or explaining the cause or causes of their coming, if explanation be possible, is quite a different thing. Men may perceive in the heavens countless numbers of self-heating and self-illuminating stars, generally miscalled fixed stars, but all of which are ceaselessly speeding through illimitable space with almost incomprehensible velocity, and some of which, according to recent astronomical observations and investigations through much enlarged and greatly improved telescopes, are doubtless more than ten thousand times bulkier than the earth; but no human being can unravel the profound mystery of the myriads of nightly and magnificent and milky-way worlds of resplendent light above us.

Reception of an even-dated telegram written many thousands of miles distant may be seen and felt and fully understood; but we can never witness with our merely physical organs of vision the electric fluid or current that brought the message. A young lady's bright and beautiful face, itself a peculiarly animated and attractive embodiment of electricity, may enrapture and fascinate the heart of a certain young gentleman and influence him ever afterwards to gaze at her and feast his eyes upon her complete form and presence and deportment with genuine delight and endless love; but neither he nor she can clearly or perfectly comprehend the mysterious evolution in biology, the potent and mutually captivating charm in maturing life, that linked them together as husband and wife.

Innumerable and marvelous are the occult principles and proceedings of nature, such as those of which mention or allusion is briefly made in two or three of the last preceding paragraphs; but nature herself, all-powerful nature, evidently prefers to reserve them exclusively to herself; she being the original and sole designer and architect and proprietor in all these and other universal premises.

In a very large majority of cases, genuine and unvarnished truth, like plain and practical justice, is one of the most salutary and precious and priceless things in the world; and every man who is sane, and sober, and healthful, and progressive, as every man ought to be, and whose mental capacity is in any degree above mediocrity, should find sincere pleasure in activity of intellectual and physical effort among the highest aims of equity and betterment. Citation of some of the primary facts involved in my projected Three Americas Railway may be well worthy of record in this connection.

When my homely faced, but wise-headed and noble-hearted friend, Abraham Lincoln, soon after his first coming into the Presidency of the United States, frankly and kindly offered to me my choice of two far-distant consulates, one in Europe and the other in South America, the first at Aix la Chapelle, in Germany, and the second at Buenos Ayres, in Argentina, stating that the salary of the office in the Old World was $2,500 per annum, while the annual compensation on our

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sister continent was then only $2,000, I briefly thanked him for the offer and requested the privilege of twenty-four hours' consideration of the subject; a reasonable request, which he immediately recognized and politely and instantly granted.

Returning to the White House the next day, a few minutes in advance of the particular time specified, I saluted the President and remarked to him that I had chosen Buenos Ayres in preference to Aix la Chapelle. "What," said he, "you surprise me. Why not take Aix la Chapelle? It is itself a fine city, rich and renowned in history, and is in near neighborship with the greatest centers of civilization in Europe. Besides," he continued, "it pays a larger salary than Buenos Ayres, which, in comparison, is but little known away from itself except within the rather remote and sparsely populated portions of South America."

To those friendly words from the lips of President Lincoln I listened with both interest and gratitude, but unhesitatingly replied that, while heartily thanking him for his good wishes, I preferred Buenos Ayres because, though it was absolutely impossible for me to make myself ornamental there or elsewhere, yet in my opinion it was quite possible for me to render myself useful to some extent by cooperation in expanding and improving commercial relations which had always been much neglected between the United States and the more southerly and central Republics of Latin-America.

Then arose the question, a somewhat serious and perplexing question because of Confederate cruisers already active and destructive at sea, of my getting safely and opportunely to my post of duty. No line of steamships had ever been established for anything like commercial and regular service between the two great Americas, and I was advised, not officially, but privately, to go to Liverpool or Southampton, in England, and there engage and secure passage to my destination at Buenos Ayres, on the right bank of the River Plate, where the said great river, in Spanish called El Rio de la Plata, just opposite Colonia, in Uruguay, is 38 miles wide, gradually widening to considerably more than 100 miles before it loses its waters entirely in the South Atlantic Ocean.

To the suggestion of my going to Argentina by way of Great Britain I decidedly and quickly replied that inasmuch as there were sailing ships then plying, though rather irregularly, between New York and Buenos Ayres, I would, as an American consul, travel only under the banner of my own country and not under a foreign flag.

At that very time two Maine-built ships, the *Harpswell* and the *Ophelia*, both owned or chartered in New York, were advertised to sail soon but on different dates for Montevideo and Buenos Ayres, each city being only 120 miles from the other, the Uruguayan city being on the east bank of the River Plate and the Argentina city on the west bank.

Captain Frisby, an elderly and highly worthy shipmaster, who had been quite successful in his calling, and finally retired with a competence, and whose friendship I had enjoyed several years in the city of New York, kindly accompanied me first to the *Ophelia* at one wharf, and then to the *Harpswell* at another wharf, with the object of determining, if possible, which of the two vessels was the better sailer over those sections of the Northern and Southern hemispheres,

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which, with passengers and freight, they had already obligated themselves to traverse.

His selection was the *Ophelia*, which, in his judgment, wind and weather and other conditions of nature and navigation being equally favorable, would probably beat the *Harpswell* to the River Plate by at least ten days.

It so happened, however, that Captain Frisbie's usually good judgment, or something else, was faulty in this case, for the *Harpswell* arrived at her port of destination in fifty-five days; whereas the *Ophelia*, restrained by prolonged calms in the atmosphere and an immoderate superfluity of kelp in the brine, with myself on board bound for the same port, and diligently using every available means to get there as early as possible, was slowly and tiresomely detained on the Atlantic ninety-eight days, a difference of forty-three days to the credit of the *Harpswell*.

It is especially befitting and eminently proper that the single fact stated in the last foregoing paragraph should be well remembered by any and every one who cares to know how I afterwards came to conceive and originate and project and promote the Three Americas Railway, numberless and frequent and profound thoughts and meditations touching my monotonously weary yet dutiful and briny and grimy and persistent contests against Neptune having led me to seek and find an effective an unfailing method for more rapid transit between the northern regions of North America and the southern sections of South America.

The date of my entering upon the duties and incurring the responsibilities of the office of United States consul at Buenos Ayres was May 1, 1862, full forty-four years ago, while the date of my appointment thereto, adorned and invigorated with the appropriate and priceless signatures of Abraham Lincoln and William H. Seward, was November 13, 1861. At that time, the time of my arrival, Buenos Ayres had a population of less than 163,000. Now its industrious and thrifty and exceptionally worthy residents number upward of 1,000,000, while Aix la Chapelle, in Germany, the glory-gathering home of Charlemagne and the élite of Europe (which I deliberately refused for Buenos Ayres, the commercial emporium, now, but not then, the national capital of the Argentine Republic), has to-day a population of only about 147,000.

Speaking with a slight degree of poetic or unpoetic hyperbole, the preeminently wise and heroic and illustrious and pure and perfect personality of George Washington required for him the wide dimensions, the vast expanse of a new world, or at least a new and superior continent, more than twice the size of that of his ancestors; and the brave and great and good and truly grand Christopher Columbus was so gracious as to discover it for him, for George Washington himself, two hundred and forty years in advance of his birth.

Yet, as a matter of fact, it may be logically and seriously questioned whether George Washington would ever have been born at all but for the previous existence and wonderfully useful and successful career of the courageous and calm and competent Christopher Columbus. This view of the question may certainly be rationally entertained and expressed when we take into account the eventualities of numerous marriages, followed by redundant population, and consequent

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incitement to emigration out of overcrowded countries into less densely peopled and less elbow-pressing portions of the earth.

All that happened in this regard was very apposite and very fortunate for George Washington, to whom has been fitly erected, at a cost of $1,300,000 with an annual appropriation of $12,000 for close and constant attention and care, a marble monument, constructed of Maryland marble, of the height of 555 feet—that is to say, 22 feet higher than the highest pyramid in Egypt, Ghizeh, the apex of which attains an elevation of 533 feet. But what about the admirably adventurous and resolute and transcendently excellent Christopher Columbus?

On no part of our planet, as yet, has any huge or lofty or adequate monument ever been lifted to the ever-honorable and ever-commendable and ever-applaudable memory of Christopher Columbus; but the time has now come when a colossal and conspicuous and imposing shaft, as enduring as the earth itself, with a broad foundation of granite or cement, and a well-proportioned superstructure of the whitest of white American marble, at least 10 feet higher than that uplifted to George Washington, in the city of his own imperishable patronymic, should be built aloft to Christopher Columbus in the city of Buenos Ayres, the most suitable site, all the conditions and facts well considered, for such a meritorious and manifestly deserved memorial.

It is ardently hoped that this entirely respectful and really fraternal suggestion to the uncommonly clever cousins and other kindred and countrymen of Christopher Columbus may not be received with any the less favor because it emanates, as it is now emanating, originally and incipiently, from an humble Anglo-American friend, an absolutely well meaning fellow-American, born and reared in one of the most modest yet patriotic and steadfast States of our Greater America, regarded as only one America from the frozen ocean on the north to the polar sea on the south, and everywhere from the Atlantic to the Pacific, who, during a period of nearly five years, as stated above, had the honor of being continuously at the head of the United States consulate at Buenos Ayres, and then resigned, resigned several times before any one of his resignations was accepted, and returned home.

As she maintains and increases her ample rewards and high honors to-day, Buenos Ayres may be truthfully described as the largest, and cleanest, and healthiest, and wealthiest, and wisest, and whitest, and ablest, and loveliest, and brightest, and best city in the Southern Hemisphere, and which has already and rapidly and successfully attained, in South America, the insuperable rank and permanent influence in municipal and other concentrated and potential affairs that our Greater New York has so obviously attained in North America.

In the event that the far-sighted and progressive people of Buenos Ayres shall determine to construct the great and surpassing Columbus monument here proposed, may it not be wise and well for them to permit their own friends throughout the whole Republic of Argentina, and also the innumerable friends and admirers of Columbus in North and Central America and elsewhere, to participate in the manly and womanly joy and satisfaction of contributing a fair share of the necessary funds? A popular subscription, preferably in small sums from individual subscribers respectively throughout the three Americas, if formally and

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discreetly requested by a duly appointed commission of two or three Federal officials at Buenos Ayres—gentlemen of the highest integrity and standing there—would probably soon result in securing the whole amount of money, $2,000,000, more or less, that may be desired and indispensable.

Yet it is a pertinent and important consideration whether the towering and amazing monument to Columbus thus ardently and affectionately advocated might not, after the consummation of the measure, rightly serve as a positive quietus, a befitting finale, to all similar aspirations and endeavors thereafter, and so terminate at once and forever the age or epoch of extravagant monument construction on this conspicuously feeble and fickle and fleeting sphere, where, as a rule, contemplation and labor and money might be much more prudently spent in the expert upbuilding and sagacious management of scientific schools and other nondogmatic and liberal institutions of learning.

Quite exempt from earthquakes and volcanoes and tidal waves and tornadoes and cyclones, and other appalling and destructive forces of nature (which, as I deeply deplore, I am too superficial and illiterate to comprehend with perfect satisfaction to myself), Buenos Ayres is blessed and blithesome with one of the most salutary and delightful climates in the world, almost invariably genial and exhilarating, and therefore affording no excuse whatever for resorting to the use of intoxicating beverages, though a pitiable superabundance of silly men there, as elsewhere, may be found who, being culpably and contemptibly weak in will power and distressfully deficient in self-respect habitually drink other liquids less requisite and less wholesome than water and coffee.

So pure is the air, so clear is the atmosphere, so pellucid is the ether all around and about both the city and the State of Buenos Ayres and other fair and extensive portions of Argentina that Doctor Bond, of Boston, who was for a number of years at the head of the Argentine Astronomical Observatory in Cordova, another remarkably attractive and beautiful city in that favored section of South America, almost gleefully boasted to me in our consulate within the capital of the country that he and his fellow-astronomers frequently carried on their surveys and observations of the heavens twenty-odd evenings, once twenty-six evenings, consecutively during a single month.

The point of vantage and grandeur at the confluence of the great river systems of Argentina and Uruguay, with an uncommonly wide-mouthed and picturesque estuary of the Atlantic Ocean, on the north, and east, and south, in impressive connection with the immense plains and mountains on the west intervening between El Rio de la Plata and the awe-inspiring and sky-scraping summits of the Andes, is the magnificent city of Buenos Ayres, which, at an elevation of 567 feet, the exact altitude which I now and here deferentially suggest for my proposed Columbus monument, will simultaneously exhibit to both the physical eye and the mind's eye a far broader and better field of vision, a vastly more interesting and instructive lesson in circumambient fluids and flowing substances and solid bodies than has ever yet been witnessed, or that can possibly ever be witnessed, in Egypt, in India, in China, in Greece, in Italy, in Spain, in Germany, in France, in England, or in the United States of America.

Without any sort of precipitance, with perfect freedom from undue haste, with cheerful calmness and deliberation, with virile powers and



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virtuous forces inducing diligent prosecution and praiseworthy progress, and with undeviating probity and honor, let the proposed Columbus monument be commenced and completed within the next ten, or fifteen, or twenty, or twenty-five years.

Characterized by an unexampled diversity of experiences, accompanied by harmonies and dissensions, rights and wrongs, ups and downs, straight lines and zigzag and other crooked courses, unexpected detentions and expensive postponements, affirmations and negations, approvals and disapprovals, acceptances and rejections, evidences of highly cultured intellectuality on one side and proofs positive of untutored stupidity on the other: These and numerous other contrarieties and dissimilarities have I had to deal with almost continuously ever since, nearly forty years ago, I projected the Three Americas Railway.

A very brief statement, carrying with itself a full share of simple facts, may serve to show how little addicted or accustomed to litigation some persons are or have been, though well advanced beyond the plainly visible mark of three score years and ten; while others of less than half that age, often swayed by a defective sense of justice or by a vicious and litigious disposition, spend large portions of their time in legal or illegal and costly contentions against their neighbors, under the advice of ingenious and astute lawyers and the decisions of sober-minded juries and learned judges.

In the latter part of 1878, while in the preliminary movements of leaving the city of New York for the city of St. Louis, where, exclusively on my own resources and at my own instance, I was especially and solely bound for the purpose of personally depositing in the Bank of Commerce of the latter city the sum of $5,000 for five of the ablest and best essays then obtainable in advocacy and promotion of my projected Three Americas Railway—and there effected the deposit, secured the prize treatises in due time, and promptly paid for them. I was sorely and seriously shocked at the sight of a recently arrived and grossly intoxicated immigrant, who, as a cruel driver of two superior horses belonging to a wholesale flour merchant down town, was beating one of the poor animals almost to death with a cart rung.

Already in a carriage which I had engaged to convey me to the ferry where I was to cross the Hudson River to Jersey City, and there take passage by rail to St. Louis, I was about halfway to the ferry when the revolting brutality of the drunken driver caused me to stop quickly and seek a policeman, whom I soon found, and to whom I hastily and somewhat excitedly but rightfully complained of the cart rung atrocity which I had just witnessed, and demanded the immediate arrest and proper punishment of the whisky-enslaved wretch who, with the cart rung vigorously and viciously wielded with both hands, had banged and banged and banged the poor horse, bridled and tied and enchained and harnessed, and helpless as it was, until it had fallen flat and was painfully struggling and quivering under the tongue of the wagon.

Other kindly-natured witnesses of the outrage readily and freely and fully corroborated my statement to the policeman, and they and I were there and then officially summoned to remain in New York to give testimony at the trial, which, as I was assured, would occur within a week. The culprit himself, only 22 years of age, who had brought

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to his employer in New York a letter of introduction and recommendation from a priest in Dublin, admitted, when well sobered at the trial, that, until he came to America, only about three months before, he had never had charge of horses, and did not know how to treat them; that he had been accustomed to drink whisky all his life, but seldom allowed himself to become entirely drunk oftener than two or three times a week (!); that it was true he had taken a "dhrap" too much on the date of his arrest and had fallen asleep in a saloon uptown after delivering his last load of flour and hitching his horses; that when he awakened from his slumber he found it was then impossible to return leisurely in good time to the headquarters of his business downtown, and must drive with unusual rapidity in order to meet pleasantly and retain the confidence of his employer; that one of the horses was too fat and too lazy to hurry at all, and that he was only "afther taaching" the beast a lesson—as if in truth he himself, as a human brute, was not worse, indescribably worse, than the four-footed and serviceable and innocent beast that he had so mercilessly and so ferociously beaten and abused.

An accurate detail of all the particulars in this affair, some of the blunt but forcible facts being peculiarly interesting and significant, would fill a large duodecimo; but other matters of far greater immensity and importance are now justly and pressingly claiming my attention. Previous to retiring from this reminiscence, however, I may here remark that that little experience in legal proceedings was my first and last and only appearance, or occasion for appearance, in any tribunal of justice—never once in the interest of any man or woman or child, but wholly and solely in behalf of an inoffensive and heinously injured and half-killed horse.

Yet the time is near at hand when it will become my duty to the comprehensive public of the whole Western Hemisphere and to my own minute self (and my manifest duty is always my sincere pleasure) to amass, personally or by valid and absolutely unequivocal and binding affidavits, as my lawyer, not yet selected, may determine, in a circuit court of the United States, a whole clique of cunning and conniving and contriving and canny and crafty and clandestine conspirators, and other criminals who, after the groveling manner of unsaintly crooked and chiseling cheats and cowards, have sneakingly leagued themselves together with the evident design of watching their opportunity to thrust me completely and permanently aside from my projected and superexcellent intercontinental railway through the three Americas.

Shall this merely mercenary and presumptuous and facinorous horde of would-be trespassers and freebooters and usurpers, viler in their natures than the degenerate and drunken driver, a savage horse beater, whose proper arrest and incarceration and additional punishment I brought about in New York nearly thirty years ago, be left free to perpetrate the turpitude which, in disdain of reason and in contempt of right, they have so insidiously and so infamously plotted against me? It is my candid and confident opinion that the exceptionally efficient and upright and honorable Congress of the United States, paying little or no heed to its spite-diseased slanderers, will never countenance nor tolerate such a gross and graft-extending iniquity.

Where any unequaled and matchless public interest is so plainly visible and so vastly extensive as to comprise within its purviews and

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endeavor the general welfare of no less than eighteen rich and populous and powerful and linked and interlinked and enlightened New World republics, the chief of which is universally and rightfully conceded to be the United States of America, national and international legislators are absolutely essential to its judicious and timely consummation.

The inherently able and profoundly educated and high-souled gentlemen, first class in every respect, to whom I am thus alluding are now with diligence and fidelity filling positions of surpassing responsibility and honor and usefulness in both branches of our national legislature; though there are doubtless a few—a very small number so to speak—of black sheep in both the upper and the lower chamber of our Federal Congress. Many years ago, among my fellow-farmers in the western part of North Carolina, where I was born and reared, numerous flocks of sheep were raised for wool and for mutton, and I frequently noticed that in flocks of eighty or ninety, more or less, two or three, occasionally four or five, were marked by the capricious or abnormal color (never a favorite color with myself) which we then called and still call black.

In about the same ratio or proportion—say 2 or 3 or 4 per cent—of our Senators and Representatives may, perhaps, not unlike their fellow-men in other fields, find themselves or be found somewhat short of saintly attributes. Yet among the masses of human beings it is evident that men generally are now far better than they were formerly—two thousand years ago, for instance, when one traitor, a lucre-loving and unscrupulous betrayer, seems to have been not merely possible but probable, and in fact positively certain, within a special circle or companionship of only twelve other persons, the chief of whom was unquestionably one of the world's most celebrated teachers and preachers of morality.

In 1882, while still residing in St. Louis, an unusually elegant and pleasing letter, with crest and coat of arms and other distinguishing features of the heraldry and aristocracy so characteristic of epistolary intercourse throughout and from Great Britain, came to me as one of the uncommon missives of a morning's mail. Opening the unrecognized but more than ordinarily attractive communication, I found it was from one of England's most learned and intrepid celebrities of the royal navy, Capt. Bedford Pim, afterwards promoted to the position of admiral, and still later elevated to the yet higher rank of rear-admiral. He had also for a period of six years been a member of the British Parliament, representing Gravesend in the conservative interest. His letter to me was in warm admiration and approbation of my projected Three Americas Railway, of which, as he said, he had just read an elaborate and favorable notice in the Panama Star and Herald, which, as he further and politely claimed, had cleverly vested in himself the justification and the pleasure of addressing me.

The grace and ardor of Admiral Pim's good wishes for the earliest possible and complete success of my proposed and stupendous railway firmly held him and myself in friendly and fairly frequent correspondence for several years. Thoroughly skilled in seamanship and navigation and every sort of naval service, and with a highly honorable record in Parliament, Admiral Pim died in September, 1886.

In the summer of the previous year, 1885, he wrote to me a very cordial invitation to meet him, if convenient, on a specified date at the

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Gramercy Hotel, in the city of New York, where he had sojourned as a guest in years past. Accepting his invitation, we met there accordingly, and during the nothing-lacking and excellent dinner at which I alone was his guest he confidentially asked me, in a subdued tone of voice but little louder than a whisper whether I might not be disposed to convert my immense measure into a British enterprise and, going with himself to London, permit him and his own friends to set me up with a salary of $2,000 per annum in a fine office on Threadneedle street and there cooperate with himself and others in pushing forward to success not only the Three Americas Railway, but also the Nicaragua Ship Canal, which he and his associates proposed to cut and utilize with the speediest possible dispatch.

Losing no time—scarcely a second—in reply to Admiral Pim, I plainly assured him that considerations of mere pecuniary gain had never once influenced me in my conception and inception and promotion of the Three Americas Railway; that I was myself in every tissue and cartillage and fiber and vein and artery and hair and bone and mental and ethical peculiarity intensely American; that I felt quite sure I was myself too small a man to be closely and responsibly connected with two exceptionally large and surpassingly important enterprises, and that as the very origination and projection of the unique road had been wholly and solely American, so its prosecution and consummation must likewise be absolutely and exclusively American.

That instantaneous and emphatic reply in the negative to Admiral Pim's amiable and well-meant proposition seemed to disappoint and surprise him to such an extent that he soon became quite crestfallen and almost silent. Evidently the eminently worthy and distinguished gentleman had flattered himself, without any sort of encouragement from his quest, that my answer to his inquiry would probably be in the nature of an immediate and artless or at least prospective acceptance of his obviously liberal offer.

After strenuously struggling seventeen years, more or less, to bring judiciously and practically before the public my projected intercontinental railway through the three Americas, I received, in 1884, from the Hon. William M. Evarts, of New York, one of the ablest and most estimable lawyers of that great city, who had been Secretary of State under President Hayes, a letter wherein the ex-Secretary very pleasantly and patriotically informed me that he had recently read various newspaper criticisms of my extraordinarily gigantic undertaking, and that he had come to the fixed conclusion that what I had proposed was strikingly forethoughtful, perfectly feasible, and prospectively beneficial to an unparalleled volume and extent.

Furthermore, in the same communication Mr. Evarts suggested that, having come northward from the southern section of South America, in the vicinity of Cape Horn, to the Isthmus of Panama, and from there upward through Central America and Mexico and other distinct and immense areas of North America to northwestern Alaska, it would, in his opinion, be highly prudent and profitable and progressive to ferry across Bering Strait to East Cape in Siberia, and there, along discreetly chosen and diverging routes further inland from the coast, construct the railway onward into and through both Asia and Europe.

My reply to Mr. Evarts was, in substance, a frank and simple declaration that I was fully conscious of being a person of only very feeble

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and very limited powers, in fact too weak and insignificant a factor in the exceedingly urgent and forcible activities of life in these modern days to undertake the titanic task of furnishing four of the five great continents of the earth with superlative railways; but that, having formally and solemnly pledged myself to serve to the very extreme of my defective ability North and Central and South America with more rapid and general and extensive communication and intercommunication than they now enjoy, it would be decisively and unavoidably necessary for me to confine my thoughts and operations exclusively to the herculean labors already chosen by me, leaving to himself and other excellent gentlemen the accomplishment of the transcendent endeavors outlined in his own opportune and praiseworthy proposition.

Both the letter from ex-Secretary Evarts and mine, in reply, were published in a goodly number of the New York and other American newspapers; and about ten days thereafter I received from a total stranger, a gentleman nevertheless of almost unrivaled literary eminence, Prof. Wm. H. C. Bartlett, formerly, during many years, a professor of natural and experimental philosophy and engineering at West Point, whom I had never seen, and between whom and myself, up to that time, not a line nor even a word of correspondence had ever passed, an uncommonly welcome and suggestive letter, pointedly reminding me, in a sort of half-scolding manner, that both Mr. Evarts and I, in our evident and commendable ambition to supply four-fifths of the world with incomparable railways, had yet overlooked or disdained to recognize an entire continent of enormous hugeness in territory—Africa—which he averred should also be traversed by rail, as an adjunct and continuation of my obviously original purpose, the last continental stretch being from the mouth of the Nile to the Cape of Good Hope.

These apposite and admirable letters from ex-Secretary Evarts and Professor Bartlett were written and published in 1884, not only in America but also in Europe; and in the latter part of the same year, or the year afterwards, 1885, Admiral Bedford Pim, an ex-member of the British Parliament, wrote and published in one of the London magazines an article especially and strikingly indorsing my super-excellent proposition. These actions and events occured at least six years prior to the time when announcement was first made, in 1890, of Mr. Cecil Rhodes's so-called projection of a certain continental railway from Cairo to the Cape.

As a simple matter of fact, and as is plainly indicated above, the true name of the projector of that lengthy line from the mouth of the Nile, which disembogues its vast volumes of water into the Mediterranean Sea on the north, to the confluence of the ever restless and angry waves of the Indian and Atlantic oceans, which never cease their violent splashings of the Cape of Good Hope and other portions of Cape Colony on the south, should everywhere and always be acknowledged as Bartlett the American, and never as Rhodes the Englishman. Truth is truth, and should never be trifled with nor left untold when its white and winsome virtues require expression.

Professor Bartlett and ex-Secretary Evarts were liberal-minded and fair and frank in ascribing the initial merit and honor of virtually suggesting the whole system of intercontinental railways, as now so generally proposed and favorably recognized, to the very humble and very modest man (yet tenaciously purposeful when feeling fully con-

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vinced of being in the right) who, as far back as 1861, promptly and persistently declined the offer of the United States consulate at Aix la Chapelle and decidedly and cheerfully preferred and accepted the same sort of service, at a considerably less salary, under the cordial approbation of Uncle Sam and Abraham Lincoln, at Buenos Ayres.

At this point of narration of facts affecting the probably brilliant and bettering future of international and intercontinental railroading throughout our three Americas it may not be in the least amiss, but perceptibly in place and befitting, to invite your attention to a very brief extract, only a few lines of the latter part of the first paragraph on the forty-fourth page of the Report of Corps No. 2, personally comprised of the expert engineers and surveyors whose work in furtherance of my projected Three Americas Railway, extended from Costa Rica to the middle regions of Ecuador, passing entirely southwardly or southeastwardly through the Republics of Panama and Colombia.

At the head of this very efficient corps No. 2 of engineers and surveyors was William F. Shunk, son of ex-Governor Shunk, of Pennsylvania, who, as I have been informed, not by himself, but by Capt. Edgar Z. Steever, of the United States Army, had been detailed or assigned as secretary to the Intercontinental Railway Commission, wrote the lines to which I am here alluding. Relieved by translation from two slightly idiomatic and confusing Castilian words—so, at least, to one who is not a linguist—which appear in the specified sentence ("roble," which means oak, and "nudo," signifying bald or naked, or above the zone or altitude of visible vegetation), Mr. Shunt's good-natured judgment is as follows:

> Oak Ridge, another elevated plateau, ties the Cordilleras together just north of Timbio and also divides the Atlantic waters from the waters of the Pacific. Its passage might fitly be named after Mr. Hinton Rowan Helper, projector of the intercontinental railway.

The full-sized work, volume 2, from which the foregoing extract has been made, is only one of seven octavo documents, which contain the latest reports on my projected Three Americas Railway, several previous but less ponderous reports, likewise official and favorable, having been published.

The avoirdupois weight of the seven volumes is 32 pounds and 5 ounces, and the artistically drawn illustrations and maps and profiles which accompany the text cover at least 450,000 square inches.

Closely connected with many significant and valuable considerations, intimately associated with the unequaled magnitude and importance of the manifold and meritorious objects sought to be accomplished, the complete set of these public documents may be truthfully stated to constitute, in the quality of the paper, in the clearness and correctness of the printing, in the fitness of the binding, in the delineation and elucidation of widely separated localities, and elsewise, the most elaborate and excellent output of special publications on any single subject ever issued by the Government of the United States.

Time and the immensely ameliorated conditions of the three Americas and all the islands thereunto belonging, will eventually tell the delightfully bright and true story of the marvelous movements and facts, finished and unfinished, now evolving in full confirmation of the views thus advanced.

After long and assiduous but unavailing search and inquiry in New York, in Philadelphia, in Boston, in Baltimore, in Washington, and

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elsewhere in the North and East and South, losing but not misspending in that way more than twelve years of precious time, and becoming almost utterly discouraged and disgusted because of my inability to find at least one fellow-countryman, one gentleman of sufficient foresight and courage, an enlightened and worthy American, who could and would properly appreciate my unequaled measure of state and of states, my superlative plans and purposes in immensely expanding the interests of a certain predominant republic and a large and fair and friendly family of coequal republics, I finally came to the steadfast conclusion, under the experiences and conditions then existing, never to speak to another man on the subject this side of the Mississippi River, but to go to St. Louis, in Missouri, though I was not then personally acquainted with a single soul in that city, and there advertise for five prize essays, for which I cheerfully offered and paid an aggregate of $5,000.

A period of more than six months—nearly seven months—was required of me to find and form in St. Louis a committee of three highly respectable and responsible gentlemen there who were willing to spare the time and labor of receiving from me the amount mentioned, and examine such treatises on the subject as might come into their hands. Within fifteen months forty-nine formal and able essays were, by mail or by express or by messenger, lodged with the faithful and excellent committee of award, who courteously placed in my hands the five manuscripts which were considered and accepted as superior to any of the others, leaving forty-four to be returned to their respective writers, as they were returned, at my expense. Likewise at my own glad expense the five prize-awarded and very interesting and valuable compositions under title of "The Three Americas Railway," were soon published by me in the form of a duodecimo, and also at my individual and exclusive cost liberally distributed throughout the United States and Mexico and Central and South America.

The one man, the one gentleman, the one statesman, the one American—for he was all these in full measure, uniformly healthful and diligent and upright and honorable—who, far more than anyone else influenced me to abandon the North and the South and the East, and betake myself to the West, to St. Louis, where I felt constrained to go, in order to elicit prize essays in advocacy and promotion of my projected Three Americas Railway, was an ex-Senator of the United States, Edwin Dennison Morgan, of New York, who had been a circumspect and sagacious governor of that State, a successful merchant in New Orleans, and a highly reputable and wealthy banker in the city of New York.

Physically and mentally and morally ex-Senator Morgan was one of the ablest and worthiest men I ever met. He and I had become well acquainted prior to the auspicious period of his governorship at Albany. Years afterwards we met again, several times, when he was a Senator of the United States in Washington, and still later in his banking house on Exchange place, New York. Though no money at all, not even so much as one cent, ever passed between us, yet our meetings were always cordial, and never too frequent. Finally, having spoken to him many times touching my proposed intercontinental railway, I remarked to him one day, that with his permission, I would again call about the middle of the following week for the interchange with him of a few additional words in behalf of my projected Three

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Americas Railway. "Certainly," he replied, "call at your own pleasure and convenience; meanwhile your proposition shall receive further consideration." Four or five days afterwards I called accordingly, at a seasonable hour in the afternoon.

Sitting at his desk and seeing me, he very politely arose, heartily shook my hand, rolled a large office chair near to his own, and pleasantly invited me to occupy it. Twenty-odd years older than I, he then placed his right hand on my left shoulder, and, in an unmistakably, sincere, and affectionate manner, assured me that during the many years of our acquaintanceship he had invariably held me in high esteem, regarding me as possessed of more than an ordinary share of common sense, fair judgment, and geniality, and equity of disposition; "but," he added in effect, "pardon me for speaking with the candor of a friend. Since you were here last week I have devoted more careful thought than ever before to your proposed intercontinental railway; and while, as you are well aware, I have thus far been quite reserved in my opinions, hitherto not having had time to form them fully, yet I have now come to the conclusion, and deem it proper to inform you accordingly, that, if you really believe it feasible and necessary to construct a railway over the almost immeasurably low and miasmatic marshes and the formidably high and innumerable mountains of Central and South America, I can but sorrowfully apprehend that you have suffered a serious impairment, if not an actual and irremediable decadence, of the uncommon degree of rationality which you have hitherto evinced. As one wishing well to his esteemed friend, I would earnestly advise you to withdraw yourself entirely from the impracticable undertaking, and so not fritter away any more of your time or labor or money in that direction. Under no circumstance or consideration whatever would I myself ever invest in the endeavor one dollar, or even one dime; nor could I possibly feel free or justified in recommending it to any one of my companions or associates in business."

Without making any attempt to argue the case or prolong the interview, I simply and briefly replied to my ex-official and distinguished friend that I deeply regretted our differences of opinion on the subject, evidently too inharmonious to be again discussed, and would not then nor afterwards trouble him in the least with any further mention of the matter, and that assurance to him was rigidly observed up to the date of his recent flight to heaven.

Though among the wisest and best of his fellow-men, of old-time style and methods of cogitation and procedure, yet Governor Morgan had not been endowed with the optical vision of descrying either the beauties or the blessings of the brightening and bettering days now hastening hitherward.

Even after extensively and expensively advertising for essays vindicating and advancing my wishes and my purposes, and providing more than ample time for the preparation of the desired treatises, various editors and correspondents throughout the country were still so short-sighted and narrow-minded and coarsely sportive as to laugh me to scorn, declaring meanwhile that if I had any kindly disposed friends they might doubtless render me good and timely service by supplying me immediately with necessary bedding and board and medical treatment in a lunatic asylum.

Yet how radically and beneficially the times have changed within the last thirty-odd years. Patience and persistence in a meritorious

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endeavor broadly based on the indestructible principles of truth and justice and continental and intercontinental betterment may be implicitly relied on to accomplish a glorious success within the gilded and otherwise embellished boundaries of a near by and propitious future.

Dozens if not scores of the most efficient and proficient civil engineers of North and Central and South America—all alike Americans, true Americans, whether citizens of large republics or of little democracies—have already, primarily, and wholly at my instance, carefully and officially surveyed the greater length and a majority of the obviously difficult sections of the proposed route; and they are now practically unanimous in the asseveration that the unequaled and matchless enterprise is perfectly feasible, requiring for its construction only a reasonable amount of money and a liberal share of intelligent and skillful exertion in the proper use of explosive materials and picks and spades and plow and carts and ties and rails.

Only slightly disconcerted was I at the decisively adverse and final decision of Governor Morgan. Remembering the oppressive and repressive experiences, as detailed in history, of Columbus and Copernicus and Galileo and Watt and Stephenson and Morse and Whitney and Blanchard and Goodyear and Howe, and numerous other eminently farseeing and brave and worthy men who on various occasions of the past had dared to appear before the public with something new for the benefit of all mankind, and how they were so generally ridiculed and martyrized along the lines of inexplicable misconception or indifference or animosity, it was comparatively easy for me to overlook the unsound views and vagaries of the ex-governor, who belonged to an antique school of old-fashioned thinkers and performers who, still surviving in small numbers, seldom find good in anything not directly and regularly descended from their remotest ancestors.

Similar outcroppings of clashing opinions seem to be now, as generally heretofore, more or less prevalent all over the world. Even in the Congress and in the Supreme Court of the United States we frequently read of ballotings and decisions, showing that while a majority of wise and worthy statesmen and jurists and jurisconsults have voted one way an almost equal number have exercised their franchise in opposition. If in reality these recorded differences of honest but conflicting judgment are results of seriously unfortunate and apparently ineradicable conditions and defects of human nature, may not a modification of the suspected danger points be discerned and the more acutely threatened perils averted?

General Banks, of Massachusetts, during his last highly honored and honorable career in the House of Representatives of the United States, of which House he had formerly been a stately and sapient and superior Speaker, informed me that he had in 1851, prior to his election to the governorship of the old Bay State, heard with his own ears one of his rather profane yet comparatively wealthy and well-standing fellow-citizens of Boston bitterly denounce and rancorously curse Asa Whitney, who first projected and promoted our transcontinental railroad system, as "a d——d fool" for believing it possible ever to construct a railroad over or through or under or around the Rocky Mountains.

The impassioned and almost furious scoffer in this case, as General Banks further informed me, alleged that Asa Whitney, against whom

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the silly and shameless derider seemed, without any sort of provocation, to have formed an inveterate hatred, had for years been sedulously and foolishly and fanatically teaching and misteaching, in private groups and in public assemblies, his wretched fallacy of the feasibility and utility of crossing our continent by rail, and that the time had come when he should be arrested and detained as a monomaniac, as a nuisance, as a mountebank, or as an impostor, and then tarred and feathered and ridden on a rail and contemptuously driven adrift into other parts of the country.

What illiberality! What unreasonableness! What intolerance! What intemperance of language! What grossness and injustice of sentiment! What a repugnant and offensive exhibition of the rashness and predominance of despotic decision! What a long and dull and dismal distance between this unregenerate, yet voluble Bay State dunce, and the noble-minded and frank and refined Massachusetts gentleman!

Two of the most oratorical and pungent speeches which I have ever read on the wrong side of an extraordinarily momentous national question were delivered in Congress in 1855, one by a Representative from Maine and the other by a Representative from Virginia, urging the utter impracticability of constructing the proposed highway, suggesting the insufficiency of fuel and water all over the "Great American Desert" (wherever that desert is or was) to supply steam for the engines, insisting that there was no necessity whatever, and never would be any need for such a long and costly thoroughfare; that, because of the altitude and the length and the breadth of the mighty mountains near the Pacific coast, those formidable and obstructive elevations could never be scaled nor tunneled nor otherwise overcome or controlled; that even if perchance it should be found possible, after the imprudent and culpable expenditure of countless millions of dollars, to build a railroad from the Atlantic to the Pacific, the distance would be so vast and the rate of transportation so enormous that not a single pound of freight would ever find its way eastwardly or westwardly; that there would never be any passenger traffic or remunerative traveling worth the mention, and all that sort of folderol and crass absurdity.

At the present time (1906) there are practically not less than eight transcontinental railroads in the United States and Canada between the Atlantic and Pacific, all in continuous and successful operation, running day and night, immensely serviceable to many millions of deserving and peaceful and prosperous people; and, moreover, there is now a ninth line in earnest and eager contemplation.

It is clearly evident therefore that wide-awake and worthy Asa Whitney, notwithstanding the malicious opposition and the libelous slanders against him, even here in the United States, where certain persons have always coolly and conceitedly conceded excessive license to their tongues, has already given to his own country not only the one transcontinental railroad he struggled for so assidiously and so resolutely in the forties and in the fifties and in the sixties—for his vigorous and laudable exertions were anxiously active during all those decades—but his faithful friends and triumphant defenders, who have inherited the spirit of his noble and ennobling example, are now ardently considering the prosecution and completion of yet another, still another, cognate and parallel enterprise.



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So far from having been "a d——d fool," as the unsanctified tomnoddy of Boston so basely accused him of being, Asa Whitney was in reality a marvelously wise and useful man; and may many more men of the same sort follow fast and forever in the fortunate footsteps of his and their own fathers!

Eminently fit and proper is it that every American community and county and State and nation (our free and independent and self-governing and progressive commonwealths being all the greater and better because of their resplendent rank as enlightened and prosperous republics) should honor and praise their worthiest fellow-citizens, especially those diligently and officially and faithfully engaged in the public service; such superior patriots and statesmen and sages as Washington and Adams, Jefferson and Hamilton, Madison and Franklin, Marshall and Otis, Mason and Winthrop, Monroe and Wright, Macon and Rush, Wythe and Ames, Lee and Greene, Randolph and Hancock, Crawford and Clinton, Pinckney and Jay, Clay and Webster, Calhoun and Marcy, Jackson and Fillmore, Benton and Bancroft, Caswell and Everett, Harrison and Emerson, Lincoln and Morse, Wirt and Seward, Breckinridge and Blaine, Bell and Washburne, and also innumerable other highly distinguished worthies, who should always be held in warm and sincere esteem.

Eli Whitney, inventor of the cotton gin, a most ingenious and effective machine which in one day performs perfectly the careful labor that 1,500 men with their 3,000 expert hands and 15,000 nimble fingers could scarcely execute within that brief period, was, like Stephen Whitney, a near relative of Asa Whitney; and many more such Whitneys, but not a sufficient number of them, are now rightly reckoned among the earth's most brilliant and beneficent bipeds, all, in every section of our common country, North and South and East and West, replete with excellence of character and full of honors.

The Arabic numerals at the head of this page, learned and excellent Senators and Representatives of the United States of America in Congress assembled, have suggested to me that I have perhaps, for the present at least, proceeded sufficiently far with this renewed and somewhat lengthy statement of certain momentous facts affecting the further prosecution and general welfare of my projected intercontinental railway through the three Americas.

Wherefore, with your permission, and otherwise at your own pleasure, though I might here write, with entire truthfulness, ten or even twenty times more than I have thus already veraciously written on the subject, I now propose to suspend all pending narration and previously planned proceedings in the premises until it shall be convenient for me to submit, for your legislative consideration and action, legal records from a circuit court of the United States in New York; to which it has become my solemn duty to the immense public of the three Americas, with their 145,000,000 inhabitants, whose rights and interests are infinitely greater than any individual or personal advantage that could ever possibly accrue to myself, to make an ardent appeal for full fairness and justice from a clandestine clique of unprincipled trespassers and marauders and despoilers, whose game of greed and graft and grab exceeds in insidiousness and iniquity every atrocious conspiracy of the kind that has ever been attempted, whether in or out of America; if indeed their nefarious crimes, their vile and wicked plottings, do not overtop in combination all similar proceed-

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ings of turpitude that have been perpetrated throughout the whole world since Christopher Columbus was, by his own countrymen, so cruelly and outrageously arrested and enchained and bundled back from America to Spain.

Only recently has it occurred to me that application to a court of competent jurisdiction—a Federal court, a circuit court of the United States, an American high tribunal of justice and equity, primarily and ostensibly but only nominally independent, or less than semi-independent of our national legislature, for in Congress itself, as a whole, is wisely and properly lodged the official and supreme power of our Republic—may prove to be the speedier and more certain method of securing the exceptionally comprehensive rights and values so reasonably and lawfully demanded.

As yet, so far from employing an attorney to take special charge of the case, I have not spoken a word nor written a line on the subject to anyone whomsoever. But when I intrust the matter to an upright and superior pleader, it will be not so much because he is a mere lawyer, clever and shrewd in judgment and cogently eloquent in debate, but more because he will be a sturdy and sure and safe and sound and incorruptible man, an able and true and trusty adviser, a high-minded and courageous advocate, a patriotic and purposeful and progressive American. In this peculiarly important regard, my decided choice or preference will be, if I can find him, an ingenuous and steadfast gentleman of the type of William Maxwell Evarts, William Curtis Noyes, George Ticknor Curtis, David Dudley Field, Charles Augustus Peabody, and Hamilton Fish, every one of whom has ascended to the better land (though I had the honor and the pleasure of being well acquainted with all of them in this life), or any other first-class expounder and urger of perfect law and pure equity, and who neither would nor could, because of his inherent and cultured superiority, ever be guilty of any degree or stain of prevarication or trickery or falsehood or injustice, nor ever permit himself to wink or connive at any sort of disreputable procedure or wrongdoing.

The manifold and diversified questions and requirements at issue are of such a nature that it is my intention to write a book containing a complete explanation of every essential point; the points being too numerous and some of them too intricate to be appropriately presented in an ordinary manner. Wherefore the judge of the tribunal itself, and the jury, and the lawyer will all, to a great extent, be exempt from the onerous task of eliciting irregular and prolonged and tedious testimony in the trial. In other words, the printed matter, wholly and verifiably true and reliable, will be submitted with a view of expediting the termination of the legal contest.

On the very first day of the freshly opened and fully functioned controversy a copy of the work in book form shall find its way into the hands of all the parties directly or immediately concerned, including every one of the sadly sinning and corrupt and criminal culprits, not one of whose ugly names, destined to become much uglier, shall, however, in deference to the eyesight and nostrils of every well-organized and meritorious community, be announced until after their summary summons or citation into court.

Commensurately with the unequaled magnitude and the matchless importance of my projected intercontinental railway through the three Americas, a keenly discriminating sense of propriety must

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incessantly see to it that no step shall ever be taken, on the one side nor on the other, that would shorten or lessen in the least its merited supremacy or its demonstrable superexcellence among the world's very greatest and most indispensable enterprises of to-day. Its high honor and its preeminent efficacy for conserving and promoting and elevating every interest intimately associated with zealous considerations of civilization and betterment, and its complete protection from bandits and brigands and burglars, and other freebooters and depredators and plunderers and despoilers, must never be overlooked nor neglected.

The annual and honorable and judicious enrichment of the three Americas, with an increasing population now exceeding 145,000,000, to the extent of much more than $1,000,000,000 for every year of the future of mankind, these are momentous and transcendent facts that should be carefully treasured and frequently pondered within the minds of all our advancing and whole-souled citizens.

One of the most conscienceless and brazenfaced grafters and despoilers, one of a score or more of wretched schemers and plunderers, without a particle of provocation or warrant or justification, who are now straining their nerves to the very utmost in efforts to sidetrack me entirely from my projected Three Americas Railway, has had the extreme imprudence to manifest against me the ineffable meanness and audacity of boasting that he and his fellow-conspirators have at their command not less than $400,000,000, and that he and they are determined to oust me from my position and secure for themselves sole and exclusive control of the whole line from one end to the other.

Thus far, however, in their extraordinarily dishonest and abominable machinations, these vile and vicious plunderers have not succeeded, but failed; and if truth and justice and law and equity and moral legislation and enlightened judicial action shall continue to maintain and exercise unmistakably virtuous powers, as against the unconscionable creatures addicted to falsehood and fraud and graft in all its forms, their monstrously gross and guilty hostility to public probity and the general welfare and every legitimate private interest will doubtless duly succumb to a final quietus.

The good men of New York, happily and gloriously preponderating over the bad, have recently furnished to the world ample evidences that justice is not a moribund element in the ethics of their immense and mighty State, whether within or without the festive and imposing structures of life insurance companies. In view of all the conditions and facts and circumstances, if the honorable and distinguished circuit court of the city of New York, to which I shall soon appeal for a rectification of the unpardonable wrongs of opposition and obstruction and hindrance and prevention and greed and graft and grab, vastly to the personal injury of myself and to the disadvantage and crippling of my superlative enterprise, shall be pleased to award to me the reasonable and adequate sum of $3,500,000, under the designation of actual and exemplary damages or otherwise, I shall be disposed to accept it with a fair degree of satisfaction; but if the award shall fall below that equitable sum I shall probably reject it at once, regarding it as an obvious defeat and failure of justice.

In the event thus contemplated, though it is scarcely possible for me to anticipate or expect it, I shall lose no time in turning over to the mayor of the city of New York the full value of the verdict, whatever

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it may be, requesting his honor to distribute the whole amount equally between two or possibly three scientific institutions of learning, which I will then take the liberty of indicating to him as worthy recipients and beneficiaries of the money. To say the least, this is the course I am now thinking of pursuing; yet, bearing in mind the many unseen and unseeable vicissitudes and mutations in human affairs, my somewhat premature and indefinite decision shall remain unfixed until after the final decree or judgment of the court shall have been pronounced.

I am, gentlemen, with great respect, your friend and fellow-American,

HINTON ROWAN HELPER.

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# UNVEILING OF BUST OF WASHINGTON PRESENTED TO CONGRESS BY CERTAIN FRENCH CITIZENS, ETC.

**LETTER FROM THE CHAIRMAN OF THE JOINT COMMITTEE ON THE LIBRARY OF THE SENATE, TRANSMITTING A LETTER OF THE FRENCH AMBASSADOR, WITH TRANSLATION, RELATING TO THE VOLUME PUBLISHED BY ORDER OF THE SENATE GIVING AN ACCOUNT OF THE CEREMONIES ON THE OCCASION OF THE UNVEILING OF THE BUST OF WASHINGTON PRESENTED TO CONGRESS BY CERTAIN FRENCH CITIZENS THROUGH THE FRENCH GOVERNMENT.**

JUNE 26, 1906.—Ordered to be printed.

JOINT COMMITTEE ON THE LIBRARY,
*Washington, D. C., June 23, 1906.*

MY DEAR MR. VICE-PRESIDENT: I beg to inclose you a letter from the French ambassador, together with a translation of the same, relating to the volume published by order of the Senate giving an account of the ceremonies on the occasion of the unveiling of the bust of Washington presented to Congress by certain French citizens through the French Government.

Will you be good enough to communicate the letter to the Senate?

Very sincerely, yours,

GEO. PEABODY WETMORE,
*Chairman Joint Committee on the Library.*

Hon. CHARLES WARREN FAIRBANKS,
*Vice-President of the United States, President of the Senate.*

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AMBASSADE DE LA RÉPUBLIQUE FRANÇAISE AUX ÉTATS-UNIS,
*Washington, le 12 Juin, 1906.*

MONSIEUR LE SÉNATEUR: En m'accusant réception des exemplaires que vous m'aviez si obligeamment adressés, da la publication relative à l'inauguration du buste de Washington au Capitole, Monsieur le Ministre des Affaires Étrangères vient de me faire connaitre qu'il a pris soin, conformément à votre désir, d'en assurer la remise aux souscripteurs du buste, tout en en réservant quelques uns pour l'usage du Gouvernement.

Chargé de transmettre pour ce don les remerciements de mon Gouvernement au Sénat fédéral, je suis heureux de m'adresser à vous, qui avez pris un si vif intérêt à la cérémonie patriotique de l'année



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dernière et à la publication destinée à en perpétuer le souvenir, en vous priant Monsieur la Sénateur, de vouloir bien être, auprès de Messieurs les Membres de la Commission que vous présidez ainsi qu'auprès de vos honorables collègues de la Haute Assemblée, l'interprête des sentiments avec lesquels le Gouvernement de la République a accueilli le gracieux envoi des volumes en question.

Agréez, Monsieur le Sénateur, les assurances de ma haute considération.

JUSSERAND.

Hon. GEORGE WETMORE,
*Senator, 1609 K street, Washington, D. C.*

[Translation.]

EMBASSY OF THE FRENCH REPUBLIC,
*Washington, June 12, 1906.*

MR. SENATOR: The minister of foreign affairs, in acknowledging the receipt of the copies of the publication relating to the unveiling of the bust of Washington in the Capitol, which you so kindly sent me, informs me that he has, in accordance with your request, directed these copies to be forwarded to the subscribers to the bust, after retaining a few for the use of the Government.

Having been instructed by my Government to thank the Senate for this gift, I beg to ask you, Mr. Senator, who have taken so great an interest in the patriotic ceremony of last year, and in the publication perpetuating its proceedings, to be good enough to express to the members of the joint committee, of which you are chairman, as well as to your honorable colleagues of the House of Representatives, the appreciation with which the Government of the Republic has received the gracious offering of the volumes in question.

Accept, Mr. Senator, the assurances of my high consideration.

JUSSERAND.

Hon. GEO. PEABODY WETMORE,
*United States Senate,*
*Washington, D. C.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 506.

# JUDGMENTS RENDERED BY COURT OF CLAIMS IN INDIAN DEPREDATION CASES, ETC.

## LETTER

FROM

## THE ACTING ATTORNEY-GENERAL,

PURSUANT TO

**SENATE RESOLUTION NO. 159, STATING THAT ALL JUDGMENTS RENDERED BY THE COURT OF CLAIMS IN INDIAN DEPREDATION CASES HAVE BEEN TRANSMITTED TO CONGRESS THROUGH THE TREASURY DEPARTMENT AND ARE EMBRACED IN HOUSE DOCUMENT NO. 899.**

JUNE 26, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF JUSTICE,
*Washington, June 25, 1906.*

SIR: I am in receipt of the following resolution of the Senate, under date of June 25, 1906:

*Resolved*, That the Attorney-General be directed to transmit to the Senate a list of judgments rendered by the Court of Claims in favor of the claimants in Indian depredation cases requiring an appropriation by Congress not heretofore reported at the present session

Replying thereto I have to inform you that all judgments rendered by the Court of Claims in favor of claimants in Indian depredation cases have been transmitted to Congress through the Treasury Department.

I am informed that the latest judgments rendered were reported to Congress by that Department on June 18, 1906, in House Document No. 899.

Respectfully,

H. M. HOYT,
*Acting Attorney-General.*

The PRESIDENT OF THE SENATE.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 507.

# WARNER, BARNES & CO., LIMITED, AGAINST THE UNITED STATES.

## LETTER

FROM

## THE SECRETARY OF THE TREASURY,

TRANSMITTING

**THE RECORD OF A JUDGMENT RENDERED BY THE COURT OF CLAIMS IN THE CASE OF WARNER, BARNES & CO., LIMITED, AGAINST THE UNITED STATES, IN THE AMOUNT OF $71,161.95, ETC.**

JUNE 26, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 25, 1906.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, the record of a judgment rendered by the Court of Claims on June 8, 1906, in cause No. 22757, Warner, Barnes & Co., Limited, *v.* The United States, in the amount of $71,161.95. A copy of the mandate of the Supreme Court of the United States, dated June 7, 1906, as certified by the Court of Claims June 8, 1906, accompanies this communication. An appropriation for the judgment is necessary before payment can be made. Attention is invited, however, to the fact that the moneys sued for and recovered in this cause represent duties exacted from plaintiffs upon merchandise shipped by them from New York to Manila and landed at the latter port between April 11, 1899, the date when the ratifications of the treaty with Spain were exchanged and the treaty proclaimed, and October 25, 1901. The duties were levied under an order of the President dated July 12, 1898, and were paid into the Treasury of the Philippine Islands, and no part of such moneys ever reached the Treasury of the United States.

Respectfully,

L. M. SHAW, *Secretary.*

The PRESIDENT OF THE SENATE.

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Court of Claims.

WARNER, BARNES & Co., *v.* THE UNITED STATES. No. 22757.

I, John Randolph, assistant clerk Court of Claims, hereby certify that the annexed is a true copy of the mandate of the Supreme Court of the United States filed in this office June 8, 1906, in the above-entitled cause.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Washington City this 8th day of June, A. D. 1906.

[SEAL.] JOHN RANDOLPH,
*Assistant Clerk Court of Claims.*

---

UNITED STATES OF AMERICA, *ss:*

*The President of the United States of America to the honorable the judges of the Court of Claims, greeting:*

Whereas lately in the Court of Claims before you or some of you, in a cause between Warner, Barnes & Company (Limited), claimant, and the United States, defendant, No. 22757, wherein the judgment of the said Court of Claims, entered in said cause on the 5th day of May A. D. 1904, is in the following words, viz:

The court on due consideration of the premises find for the defendants and do order, adjudge, and decree that the petition of the claimants, Warner, Barnes & Company, Limited, be and the same is hereby dismissed.

BY THE COURT.

as by the inspection of the transcript of the record of the said Court of Claims which was brought into the Supreme Court of the United States by virtue of an appeal agreeably to the act of Congress in such case made and provided, fully and at large appears.

And whereas in the present term of October, in the year of our Lord one thousand nine hundred and four, the said cause came on to be heard before the said Supreme Court on the said transcript of record and was argued by counsel:

On consideration whereof, It is now here ordered and adjudged by this court that the judgment of the said Court of Claims in this cause be, and the same is hereby, reversed.

And it is further ordered that this cause be, and the same is hereby, remanded to the said Court of Claims for further proceedings, in conformity with law.

APRIL 3, 1905.

You, therefore, are hereby commanded that such further proceedings be had in said cause in conformity with the opinion and judgment of this court as according to right and justice and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the 7th day of June in the year of our Lord one thousand nine hundred and six.

[SEAL.] JAMES H. MCKENNEY,
*Clerk of the Supreme Court of the United States.*

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*Judgment rendered by the Court of Claims.*

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. |
|---|---|---|---|---|---|
| 22757 | Warner, Barnes & Co., Limited..... | June 8, 1906 | $71,161.95 | June 8, 1906 | Sept. 6, 1906 |

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 508.

HALL OF RECORDS FOR TREASURY DEPARTMENT AND ADDITIONAL QUARTERS FOR POST-OFFICE DEPARTMENT.

# LETTER

FROM

# THE SECRETARY OF THE TREASURY,

CALLING ATTENTION

**TO THE IMPORTANCE OF AN APPROPRIATION FOR A HALL OF RECORDS; ALSO RECOMMENDING AN APPROPRIATION OF $1,000,000 TO ERECT A SUITABLE BUILDING ON THE ADDITIONAL SPACE PURCHASED ADJACENT TO THE POST-OFFICE IN THE CITY OF WASHINGTON TO PROVIDE ADDITIONAL QUARTERS FOR THE POST-OFFICE DEPARTMENT.**

JUNE 26, 1906.—Referred to the Committee on Public Buildings and Grounds and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 25, 1906.*

MY DEAR SIR: I desire to again call attention to the importance of an appropriation for a hall of records. For more than twenty years efforts have been made to secure an appropriate place for the constantly increasing records. This building is constantly crowded, and boxes of records stand in many of the corridors. In addition the Government is paying rent for storage room, and the inconvenience of making examinations in scattered places is very great. An appropriate site for a hall of records was purchased two or three years ago, and I deem it of great importance that a suitable building be authorized. This is in harmony with the recommendations in every annual report of the Secretary of the Treasury for many years. In the act authorizing the purchase of a site a tentative limit of cost for a building was placed at $2,000,000, and it is suggested that this sum be authorized.

I also wish to call your attention to the fact that additional space has been purchased adjacent to the post-office in Washington for the erection of a much-needed addition. Fearing that this will not be erected, I am advised that the Postmaster-General has asked authorization to rent a building for a mail-bag repair shop, to be erected by private parties. The original estimate for the cost of a building on this site

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to accommodate the mail bag and lock repair divisions, etc., was placed at $400,000, but in view of the necessity for increased quarters for other divisions of the Post-Office Department and the character of improvements contemplated and in progress in this immediate vicinity it is suggested that an appropriation of $1,000,000 be authorized, in order to erect a building of suitable size and one which will conform to the probable future surroundings.

I consider each of these matters of very great importance.

Very truly, yours,

L. M. SHAW.

The PRESIDENT OF THE SENATE.

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59TH CONGRESS, 1st Session. SENATE. DOCUMENT No. 509.

# ASSESSMENT SCHEME FOR RETIREMENT OF CLERKS.

Mr. MCLAURIN presented the following

**ANALYSIS, BY MR. FRED BRACKETT, OF THE UNITED STATES TREASURY DEPARTMENT, OF THE ASSESSMENT SCHEME FOR THE RETIREMENT OF CLERKS, BASED UPON A 3 PER CENT ANNUAL ASSESSMENT ON SALARIES, A 25 PER CENT ASSESSMENT ON ALL INCREASE OF SALARY, AND AN ASSESSMENT OF ONE-TWELFTH OF SALARY ON ALL ORIGINAL APPOINTMENTS.**

JUNE 26, 1906.—Ordered to be printed.

## ASSESSMENT SCHEME.

In estimating the approximate cost of any retirement scheme there should be a definite basis as to number of clerks in the classified service to proceed upon. Census Bulletin No. 12, issued July 11, 1904, gives the following varying numbers:

| | Number. | Remarks. |
|---|---|---|
| Page 9. A total of | 168,093 | |
| Page 16. Table 5 | 150,383 | −25,646, or 124,737, etc. |
| Page 24. Table 19 | [a]134,056 | +613 special agents, etc. |
| Page 90. Table 65 | 149,333 | Classified and unclassified. |
| Page 92 | 22,273 | Classified in District of Columbia. |
| Page 96 | 102,464 | Classified elsewhere. |
| Total | 124,737 | Classified in United States. |
| Page 94 | 3,318 | Unclassified in District of Columbia. |
| Page 98 | 21,278 | Unclassified elsewhere. |
| Grand total | 149,333 | In United States. |
| Page 21 | 21,138 | Classified in District of Columbia. |
| Page 21 | 101,728 | Classified elsewhere. |
| Total | 122,866 | Classified in United States. |

[a] Excluding those paid by the piece and those reported without salary, or for whom salaries were not reported.

Page 252, Report of Civil Service Commission for 1904, gives a grand total of 154,093 "competitive positions."

A recent report made by the Director of the Census to the retirement association (see p. —) gives a total of 128,098 employees, with

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salaries aggregating $114,025,497. Reports received from various departments and offices (see p. —) show that $133,913,363.84 is paid this year for salaries to classified employees. There is therefore an apparent difference in the two reports as to salaries of $19,887,866,84. As the report of the Director of the Census did not include 613 special agents of the Census Bureau receiving small pay (not more than an average of $200 per annum), nor 1,587 pieceworkers (see p. 20, Bull. 12, supra), this would account for quite a large sum of the difference, but taking—

| | |
|---|---|
| The maximum amount paid to Census special agents | $122,600 |
| And allowing 1,587 pieceworkers an average of $1,500 each | 2,380,500 |
| We have a total of | 2,503,100 |
| Which is less the difference noted by | 17,384,767 |
| | 19,887,867 |

The final difference noted may be the pay of rural free-delivery employees, but there is no report to that effect.

It seemed to me impossible to harmonize in any satisfactory way these conflicting statements. I therefore made several computations, as follows:

A. Based upon 22,273 clerks in the District of Columbia, serving twenty years and retiring at age 70, not deducting deaths before 70, but estimating them.

B. Based upon 22,273 clerks in the District of Columbia, and deducting deaths before 70.

C. Giving product of assessments, annual retired pay at $600 and $500, on basis of 6.705 times the number of clerks in Table B.

D. Showing available fund, payments, balances, and increments from insurance, based upon foregoing tables.

E. Based upon 149,333 clerks and employees in United States, retiring at age 70 without regard to term of service, giving survivors and years of salary (265,907) which, multiplied by $500, gives the cost for thirty years, but does not give the yearly balances and interest.

F. Giving the probable actual cost of retiring all clerks now in the service when they shall have reached age 70, without regard to term of service, giving yearly payments, balances, and compound interest on balances at 3 per cent per annum, covering the period from 1906 to 1935—thirty years.

It may properly be asked why so many tables are presented, and in reply I have to say that they are the product of an evolution process, for which varying conditions are responsible. Then, too, it is desirable to try various methods in order to prove that the deductions are correct when comparison of the various tables are made.

The first table covers only that portion of the clerks in the classified service who are employed in the District of Columbia, and the tables following up to and including Table D are predicated on the first two.

The proportion of the clerks in the District of Columbia (22,273) to the entire force in the United States (149,333), given in Table 65 of Census Bulletin No. 12, is 6.705, and in various tables the estimates are increased that much.

An examination of Table E, however, will show that the product of such a multiple is too great for certain ages (see columns 8 and 10), for the proportion of aged clerks is greater in the District of Columbia than elsewhere. The result, however, gives more than the greatest possible maximum of clerks ever likely to be retired of those now on the rolls. The total of years service of clerks on Table E to be paid for under the first tables is 310,984, but under the amended list,

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column 8, it is only 265,907, which covers the actual conditions as the ages are divided to-day. The average of deaths per year in the entire service, as given by reports of Civil Service Commission for 1903 and 1904, is 859, or 0.00575 per cent per annum. In thirty years, therefore, we should lose in entire service 25,770 by death, provided the conditions remain as they are to-day, but as clerks grow older the average loss by death will increase.

In fixing the average of retired pay at $500 I am certain I have reached the maximum. The average salary of 149,333 clerks, whose salaries aggregate $122,000,000, would be $817 per annum. The average salary in statement of Director of the Census (Appendix H) is $890.14, while I have estimated the average salary at $1,000 and average retired pay at $500, thus giving a large increase, probably equal to one-tenth more than the maximum amount required. If the total amount paid is greater than $122,000,000 per annum, the product of a 3 per cent assessment would be greater than I have estimated it, while the average salary under any circumstances is not likely to exceed $1,000. In estimating the income to the retirement fund I have taken $122,000,000 as amount of annual expenditure for salaries, on which I have reckoned a 3 per cent assessment, producing $3,660,000.

There is an average of 8,082 deaths, resignations, and removals per year, and I have allowed an equal number of new appointments at $720 each, from which we receive $60 each, or one-twelfth of the whole amount. This produces $484,920 per annum, but as probably 5 per cent of the original appointments would be of $900 grade, we must add $6,060, or 404 by 15, which would give us $490,981 from appointments. From promotions we should receive an average of $120, less 5 per cent for appointments to vacated grades, which might not involve promotions. Each promotion ought to average $114, as follows:

| | |
|---|---|
| $720 to $840 | $120 |
| 840 to 900 | 60 |
| 900 to 1,000 | 100 |
| 1,000 to 1,200 | 200 |
| | 480 |

25 per cent (assessment) on $480 is $120.
$120 less 5 per cent=($6) $114.
$114 by 8,082=$921,348.
$490,981+$921,348=$1,412,329.
$1,412,329+$3,660,000=$5,072,329, the amount of annual proceeds from three sources.

The average " expectancy " of life for persons aged 70 is 8.48 years; that means that two persons of that age will probably live in the aggregate 16.96 years. One may live but two years, while the other will complete sixteen years (after reaching age 70). The terms lived by each may vary but the sum of the terms will be 16.96 years. This is the rate fixed by life insurance companies. I have allowed in the beginning (in order to facilitate computations) a term of nine years after age 70 and have subsequently deducted the difference between 8.48 and nine years, or 0.0577 per cent.

Resignations from the service average 5,606 persons per annum, therefore, if any of the 168,180 persons that will resign from the service within the next thirty years, are of such age as will bring them to age 70 by the year 1935, they must be deducted from the number (36,827) listed for retirement up to and including that year.

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If but 1,000 of the 168,180 named are included among those whom we have treated as retired, and living in retirement for nine years, we will be able to reduce our retirement pay $4,500,000, less 0.0577 per cent, or $4,240,350 below the amount estimated on Table E.

It is proper to suggest, in conclusion, that if those who can give but little time to the investigation of this subject do not care to traverse all the tables given they will find in Table F the essential facts governing the cost of retirement scheme outlined in the Brownlow bill. The estimates cover a period of thirty years—from 1906 to 1935, inclusive. I am satisfied that the plan will be self-sustaining for forty years as well, and for all time under the same conditions, as the maximum number of clerks would be on retired list about the year 1947.

TABLE A.

| Age in 1906. | Age 70 in year— | Clerks retiring. | Total retired. | Dying after retirement. | Clerks surviving. | Annual cost, at $600 each. | Probable losses. | | | Total years. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Per cent of loss before 70. | Number lost. | Years of pay. | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 70 | 1906 | 472 | 472 | ..... | 472 | $283,200 | ..... | ..... | ..... | ..... |
| 69 | 1907 | 110 | 582 | ..... | 582 | 349,200 | 0.06 | 7 | 9 | 63 |
| 68 | 1908 | 127 | 709 | ..... | 709 | 425,400 | .11 | 14 | 9 | 126 |
| 67 | 1909 | 159 | 868 | ..... | 868 | 520,800 | .15 | 24 | 9 | 216 |
| 66 | 1910 | 154 | 1,022 | ..... | 1,022 | 613,200 | .19 | 29 | 9 | 261 |
| 65 | 1911 | 201 | 1,223 | ..... | 1,223 | 733,800 | .22 | 44 | 9 | 396 |
| 64 | 1912 | 261 | 1,484 | ..... | 1,484 | 890,400 | .25 | 65 | 9 | 585 |
| 63 | 1913 | 256 | 1,740 | ..... | 1,740 | 1,044,000 | .27 | 69 | 9 | 621 |
| 62 | 1914 | 320 | 2,060 | ..... | 2,060 | 1,236,000 | .30 | 96 | 9 | 864 |
| 61 | 1915 | 299 | 2,359 | 472 | 1,887 | 1,132,200 | .32 | 96 | 9 | 864 |
| 60 | 1916 | 328 | 2,215 | 110 | 2,105 | 1,263,000 | .31 | 112 | 9 | 1,008 |
| 59 | 1917 | 294 | 2,399 | 127 | 2,272 | 1,363,200 | .35 | 103 | 9 | 927 |
| 58 | 1918 | 268 | 2,540 | 159 | 2,381 | 1,428,600 | .37 | 99 | 9 | 891 |
| 57 | 1919 | 262 | 2,643 | 154 | 2,489 | 1,493,400 | .38 | 100 | 9 | 900 |
| 56 | 1920 | 295 | 2,784 | 201 | 2,583 | 1,549,800 | .39 | 115 | 9 | 1,035 |
| 55 | 1921 | 252 | 2,835 | 261 | 2,574 | 1,544,400 | .40 | 101 | 9 | 909 |
| 54 | 1922 | 326 | 2,900 | 256 | 2,644 | 1,586,400 | .41 | 134 | 9 | 1,206 |
| 53 | 1923 | 300 | 2,944 | 320 | 2,624 | 1,574,400 | .42 | 136 | 9 | 1,224 |
| 52 | 1924 | 361 | 2,985 | 299 | 2,686 | 1,611,600 | .43 | 155 | 9 | 1,395 |
| 51 | 1925 | 354 | 3,040 | 328 | 2,712 | 1,627,200 | .44 | 156 | 9 | 1,404 |
| 50 | 1,926 | 391 | 3,103 | 294 | 2,809 | 1,685,400 | .45 | 176 | 9 | 1,584 |
| 49 | 1,927 | 370 | 3,179 | 268 | 2,911 | 1,746,600 | .46 | 170 | 9 | 1,530 |
| 48 | 1,928 | 400 | 3,311 | 262 | 3,049 | 1,829,400 | .46 | 184 | 8 | 1,472 |
| 47 | 1,929 | 467 | 3,516 | 295 | 3,221 | 1,932,600 | .47 | 219 | 7 | 1,533 |
| 46 | 1,930 | 442 | 3,663 | 252 | 3,411 | 2,046,600 | .48 | 202 | 6 | 1,212 |
| 45 | 1,931 | 555 | 3,966 | 326 | 3,640 | 2,184,000 | .48 | 266 | 5 | 1,330 |
| 44 | 1,932 | 524 | 4,164 | 300 | 3,864 | 2,318,400 | .49 | 257 | 4 | 1,028 |
| 43 | 1,933 | 505 | 4,369 | 361 | 4,008 | 2,404,800 | .49 | 247 | 3 | 741 |
| 42 | 1,934 | 522 | 4,530 | 354 | 4,176 | 2,505,600 | .50 | 261 | 2 | 522 |
| 41 | 1,935 | 473 | 4,649 | 391 | 4,258 | 2,554,800 | .50 | 236 | 1 | 236 |
| Total | ..... | 10,048 | 78,254 | 5,790 | 72,464 | 43,478,400 | ..... | 3,878 | ..... | 26,063 |

| | |
|---|---|
| Total annual cost at $600 each | $43,478,400 |
| Less 26.083 years, at $600 | 15,649,800 |
| Cost of 6,175 clerks, at $600 (from 1906 to 1935) | 27,828,600 |
| Cost of 6,175 clerks, at $500 (in District of Columbia) | 23,190,500 |
| $23,190,500 × 6.705 (in United States) | 155,492,303 |
| If allowed 8.483 years, instead of 9 years life as average after retirement, would reduce amount .0577 per cent, or | 8,971,906 |
| Probable actual cost (from 1906 to 1935) | 146,520,397 |

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TABLE B.

| Year. | Clerks on roll, retired. | Annual cost at $600 rate. | Aged 70, if surviving. | Probable loss. | Actually retiring. | Probable deaths. | Surviving. | Cost at $600. |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1906 | 472 | $283,200 | 472 | ..... | 472 | ..... | 472 | $283,200 |
| 1907 | 575 | 345,000 | 110 | 7 | 103 | ..... | 575 | 345,000 |
| 1908 | 695 | 417,000 | 127 | 14 | 113 | ..... | 688 | 412,800 |
| 1909 | 844 | 506,400 | 159 | 24 | 135 | ..... | 823 | 493,800 |
| 1910 | 993 | 595,800 | 154 | 29 | 125 | ..... | 948 | 568,800 |
| 1911 | 1,179 | 707,400 | 201 | 44 | 157 | ..... | 1,105 | 663,000 |
| 1912 | 1,419 | 851,400 | 261 | 65 | 196 | ..... | 1,301 | 780,600 |
| 1913 | 1,671 | 1,002,600 | 256 | 69 | 187 | ..... | 1,488 | 892,800 |
| 1914 | 1,964 | 1,178,400 | 320 | 96 | 224 | ..... | 1,712 | 1,027,200 |
| 1915 | 1,791 | 1,074,600 | 299 | 96 | 203 | 472 | 1,443 | 865,800 |
| 1916 | 1,993 | 1,195,800 | 328 | 112 | 216 | 103 | 1,556 | 933,600 |
| 1917 | 2,169 | 1,301,400 | 294 | 103 | 191 | 113 | 1,634 | 980,400 |
| 1918 | 2,282 | 1,369,200 | 268 | 99 | 169 | 135 | 1,668 | 1,000,800 |
| 1919 | 2,389 | 1,433,400 | 262 | 100 | 162 | 125 | 1,705 | 1,023,000 |
| 1920 | 2,468 | 1,480,800 | 295 | 115 | 180 | 157 | 1,728 | 1,036,800 |
| 1921 | 2,473 | 1,483,800 | 252 | 101 | 151 | 196 | 1,683 | 1,009,800 |
| 1922 | 2,510 | 1,506,000 | 326 | 134 | 192 | 187 | 1,688 | 1,012,800 |
| 1923 | 2,488 | 1,492,800 | 300 | 136 | 164 | 224 | 1,628 | 976,800 |
| 1924 | 2,531 | 1,518,600 | 361 | 155 | 206 | 203 | 1,631 | 978,600 |
| 1925 | 2,556 | 1,533,600 | 354 | 156 | 198 | 216 | 1,613 | 967,800 |
| 1926 | 2,635 | 1,579,800 | 391 | 176 | 215 | 191 | 1,637 | 982,200 |
| 1927 | 2,741 | 1,644,600 | 370 | 170 | 200 | 169 | 1,668 | 1,000,800 |
| 1928 | 2,865 | 1,719,000 | 400 | 184 | 216 | 162 | 1,722 | 1,033,200 |
| 1929 | 3,002 | 1,801,200 | 467 | 219 | 248 | 180 | 1,790 | 1,074,000 |
| 1930 | 3,209 | 1,925,400 | 442 | 202 | 240 | 151 | 1,879 | 1,127,400 |
| 1931 | 3,374 | 2,024,400 | 555 | 266 | 289 | 192 | 1,976 | 1,185,600 |
| 1932 | 3,607 | 2,164,200 | 524 | 257 | 267 | 164 | 2,079 | 1,247,400 |
| 1933 | 3,761 | 2,256,600 | 505 | 247 | 258 | 206 | 2,131 | 1,278,600 |
| 1934 | 3,915 | 2,349,000 | 522 | 261 | 261 | 198 | 2,194 | 1,316,400 |
| 1935 | 4,022 | 2,413,200 | 473 | 236 | 237 | 215 | 2,216 | 1,329,600 |
| Total | 68,591 | 41,154,600 | 10,048 | 3,873 | 6,175 | 3,959 | 46,381 | 27,828,600 |

| | |
|---|---|
| Annual cost at $600 rate | $41,154,600 |
| Add 3,873 × $600 equals | 2,323,800 |
| Total (equals Table A) | 43,478,400 |

46.881 years, at $600, equals $27,828,600.

TABLE C.

| Year. | Product of 3 per cent tax on $122,000,000. | Tax on promotions and appointments. | Total of tax or assessments. | Annual pay of retired clerks, at $600. | Number of clerks, estimated. | Annual pay, at $500, retired. |
|---|---|---|---|---|---|---|
| 1906 | $3,660,000 | $1,412,329 | $5,072,329 | $1,898,856 | 3,164.76 | $1,582,380 |
| 1907 | 3,660,000 | 1,412,329 | 5,072,329 | 2,313,225 | 3,855.37 | 1,927,687 |
| 1908 | 3,660,000 | 1,412,329 | 5,072,329 | 2,767,824 | 4,613.04 | 2,306,520 |
| 1909 | 3,660,000 | 1,412,329 | 5,072,329 | 3,310,929 | 5,518.21 | 2,759,107 |
| 1910 | 3,660,000 | 1,412,329 | 5,072,329 | 3,813,804 | 6,356.34 | 3,178,170 |
| 1911 | 3,660,000 | 1,412,329 | 5,072,329 | 4,445,415 | 7,409.02 | 3,704,512 |
| 1912 | 3,660,000 | 1,412,329 | 5,072,329 | 5,233,923 | 8,723.20 | 4,361,602 |
| 1913 | 3,660,000 | 1,412,329 | 5,072,329 | 5,986,224 | 9,977.04 | 4,988,523 |
| 1914 | 3,660,000 | 1,412,329 | 5,072,329 | 6,887,376 | 11,478.96 | 5,739,480 |
| 1915 | 3,660,000 | 1,412,329 | 5,072,329 | 5,805,189 | 9,675.31 | 4,837,657 |
| 1916 | 3,660,000 | 1,412,329 | 5,072,329 | 6,259,788 | 10,432.98 | 5,216,490 |
| 1917 | 3,660,000 | 1,412,329 | 5,072,329 | 6,573,582 | 10,955.97 | 5,477,985 |
| 1918 | 3,660,000 | 1,412,329 | 5,072,329 | 6,710,364 | 11,183.94 | 5,591,970 |
| 1919 | 3,660,000 | 1,412,329 | 5,072,329 | 6,859,215 | 11,432.02 | 5,716,012 |
| 1920 | 3,660,000 | 1,412,329 | 5,072,329 | 6,951,744 | 11,586.24 | 5,793,120 |
| 1921 | 3,660,000 | 1,412,329 | 5,072,329 | 6,770,709 | 11,284.51 | 5,642,257 |
| 1922 | 3,660,000 | 1,412,329 | 5,072,329 | 6,790,824 | 11,318.04 | 5,659,020 |
| 1923 | 3,660,000 | 1,412,329 | 5,072,329 | 6,549,444 | 10,915.74 | 5,457,870 |
| 1924 | 3,660,000 | 1,412,329 | 5,072,329 | 6,561,513 | 10,935.86 | 5,467,928 |
| 1925 | 3,660,000 | 1,412,329 | 5,072,329 | 6,489,099 | 10,815.17 | 5,407,583 |
| 1926 | 3,660,000 | 1,412,329 | 5,072,329 | 6,585,651 | 10,976.08 | 5,488,042 |
| 1927 | 3,660,000 | 1,412,329 | 5,072,329 | 6,308,064 | 10,513.44 | 5,256,720 |
| 1928 | 3,660,000 | 1,412,329 | 5,072,329 | 6,927,606 | 11,546.01 | 5,773,005 |
| 1929 | 3,660,000 | 1,412,329 | 5,072,329 | 7,201,170 | 12,001.95 | 6,000,975 |
| 1930 | 3,660,000 | 1,412,329 | 5,072,329 | 7,559,217 | 12,598.70 | 6,299,348 |
| 1931 | 3,660,000 | 1,412,329 | 5,072,329 | 7,949,448 | 13,249.08 | 6,624,540 |

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TABLE C—Continued.

| Year. | Product of 3 per cent tax on $122,000,000. | Tax on promotions and appointments. | Total of tax or assessments. | Annual pay of retired clerks, at $600. | Number of clerks, estimated. | Annual pay, at $500, retired. |
|---|---|---|---|---|---|---|
| 1932 | $3,660,000 | $1,412,329 | $5 072,329 | $8,363,817 | 13,939.70 | $6,969,848 |
| 1933 | 3,660,000 | 1,412,329 | 5,072,329 | 8,573,013 | 14,288.35 | 7,144,177 |
| 1934 | 3,660,000 | 1,412,329 | 5,072,329 | 8,826,462 | 14,710.77 | 7,355,385 |
| 1935 | 3,660,000 | 1,412,329 | 5,072,329 | 9,317,268 | 15,528.78 | 7,764,390 |
| Total | 109,800,000 | 42,369,870 | 152,169,870 | 186,590,763 | | 155,492,303 |

| | |
|---|---|
| Total annual pay, at $500, retired | $155,492,303 |
| 9−8.48=0.52÷9=0.0577 per cent×155,492-303 | 8,971,906 |
| Total estimated cost | 146,520,397 |

upon the theory that the clerks in the Distirict of Columbia aged 41 to 70 (both inclusive) should be increased 6.705 times to obtain clerks in United States who would retire in year named, but the proportion is too large.

TABLE D.

| Year. | Available fund. | Annual payment. | Annual balance. | Interest earned at 3 per cent compound interest. |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1906 | $5,072,329 | $1,582,380 | $3,489,949 | $104,700 |
| 1907 | 8,562,278 | 1,927,687 | 6,634,591 | 202,191 |
| 1908 | 11,706,920 | 2,306,520 | 9,400,400 | 288,066 |
| 1909 | 14,472,729 | 2,759,107 | 11,713,622 | 360,063 |
| 1910 | 16,785,951 | 3,178,170 | 13,607,781 | 419,042 |
| 1911 | 18,680,110 | 3,704,512 | 14,975,598 | 461,851 |
| 1912 | 20,047,927 | 4,361,602 | 15,686,325 | 484,436 |
| 1913 | 20,758,654 | 4,988,523 | 15,770,131 | 487,633 |
| 1914 | 20,842,460 | 5,739,480 | 15,102,980 | 467,719 |
| 1915 | 20,175,309 | 4,837,657 | 15,337,652 | 474,172 |
| 1916 | 20,409,981 | 5,216,490 | 15,193,491 | 470,015 |
| 1917 | 20,265,820 | 5,477,985 | 14,787,835 | 457,740 |
| 1918 | 19,860,164 | 5,591,970 | 14,268,194 | 441,772 |
| 1919 | 19,340,523 | 5,716,012 | 13,624,511 | 422,003 |
| 1920 | 18,696,840 | 5,793,120 | 12,903,720 | 399,780 |
| 1921 | 17,976,049 | 5,642,257 | 12,333,792 | 382,043 |
| 1922 | 17,406,121 | 5,659,020 | 11,747,101 | 363,874 |
| 1923 | 16,819,430 | 5,457,870 | 11,361,560 | 351,776 |
| 1924 | 16,433,889 | 5,467,928 | 10,965,961 | 339,538 |
| 1925 | 16,038,290 | 5,407,583 | 10,630,707 | 329,116 |
| 1926 | 15,703,036 | 5,488,042 | 10,214,994 | 316,323 |
| 1927 | 15,287,328 | 5,256,720 | 10,030,603 | 310,420 |
| 1928 | 15,102,932 | 5,773,005 | 9,329,927 | 289,213 |
| 1929 | 14,402,256 | 6,000,975 | 8,401,281 | 260,706 |
| 1930 | 13,473,610 | 6,299,348 | 7,174,262 | 223,041 |
| 1931 | 12,246,591 | 6,624,540 | 5,622,051 | 172,351 |
| 1932 | 10,694,380 | 6,969,848 | 3,724,532 | 113,921 |
| 1933 | 8,796,861 | 7,144,177 | 1,652,684 | 39,208 |
| 1934 | 6,725,013 | 7,355,385 | | |
| 1935 | 5,072,329 | 7,764,390 | | |
| Deficiency | 3,322,433 | | | |
| Total | 461,178,538 | 155,492,303 | 305,686,235 | 9,432,708 |

| | |
|---|---|
| Total annual payment | $155,492,303 |
| Less 0.0577 per cent | 8,971,906 |
| Money required | 146,520,397 |
| Money available | 152,169,870 |
| Excess | 5,649,473 |
| Total interest earned | 9,432,708 |
| Excess | 5,649,473 |
| Surplus in 1935 | 15,082,181 |

Less than $500 omitted and over $500 treated as $1,000 in computing interest.
There will be additional interest on $5,649,473.

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TABLE E.

| Age in 1906. | Age 70 in year— | Number on rolls in year 1906. | Per cent of loss before reaching 70. | Number lost. | Number retiring. | Dying in nine years. | Survivors each year. | Cost per annum. | Survivors per Table C. |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 70 | 1906 | 2,249 | ..... | ..... | 2,249 | ..... | 2,249 | $1,124,500 | 3,165 |
| 69 | 1907 | 506 | 0.06 | 30 | 476 | ..... | 2,725 | 1,362,500 | 3,855 |
| 68 | 1908 | 621 | .11 | 68 | 553 | ..... | 3,278 | 1,639,000 | 4,613 |
| 67 | 1909 | 757 | .15 | 114 | 643 | ..... | 3,921 | 1,960,500 | 5,518 |
| 66 | 1910 | 908 | .19 | 172 | 731 | ..... | 4,652 | 2,326,000 | 6,356 |
| 65 | 1911 | 1,129 | .22 | 248 | 881 | ..... | 5,533 | 2,766,500 | 7,409 |
| 64 | 1912 | 1,280 | .25 | 320 | 960 | ..... | 6,493 | 3,246,500 | 8,723 |
| 63 | 1913 | 1,278 | .27 | 345 | 933 | ..... | 7,426 | 3,713,000 | 9,977 |
| 62 | 1914 | 1,524 | .30 | 457 | 1,067 | ..... | 8,493 | 4,246,500 | 11,479 |
| 61 | 1915 | 1,634 | .32 | 523 | 1,111 | 2,249 | 7,355 | 3,677,500 | 9,675 |
| 60 | 1916 | 1,629 | .34 | 554 | 1,075 | 476 | 7,954 | 3,977,000 | 10,433 |
| 59 | 1917 | 1,584 | .35 | 587 | 997 | 553 | 8,398 | 4,199,000 | 10,956 |
| 58 | 1918 | 1,483 | .37 | 549 | 934 | 643 | 8,689 | 4,344,500 | 11,184 |
| 57 | 1919 | 1,633 | .38 | 621 | 1,012 | 731 | 8,970 | 4,485,000 | 11,482 |
| 56 | 1920 | 1,608 | .39 | 625 | 978 | 881 | 9,067 | 4,533,500 | 11,586 |
| 55 | 1921 | 1,711 | .40 | 684 | 1,027 | 960 | 9,134 | 4,567,000 | 11,285 |
| 54 | 1922 | 1,880 | .41 | 771 | 1,109 | 933 | 9,310 | 4,655,000 | 11,318 |
| 53 | 1923 | 1,721 | .42 | 723 | 998 | 1,067 | 9,241 | 4,620,500 | 10,916 |
| 52 | 1924 | 2,090 | .43 | 899 | 1,191 | 1,111 | 9,321 | 4,660,500 | 10,986 |
| 51 | 1925 | 2,216 | .44 | 975 | 1,241 | 1,075 | 9,487 | 4,743,500 | 10,815 |
| 50 | 1926 | 2,379 | .45 | 1,070 | 1,309 | 997 | 9,799 | 4,899,500 | 10,976 |
| 49 | 1927 | 2,467 | .46 | 1,135 | 1,332 | 934 | 10,197 | 5,098,500 | 10,513 |
| 48 | 1928 | 2,641 | .46 | 1,215 | 1,426 | 1,012 | 10,611 | 5,305,500 | 11,546 |
| 47 | 1929 | 3,040 | .47 | 1,429 | 1,611 | 978 | 11,244 | 5,622,000 | 12,002 |
| 46 | 1930 | 3,178 | .48 | 1,525 | 1,653 | 1,027 | 11,370 | 5,685,000 | 12,599 |
| 45 | 1931 | 3,598 | .48 | 1,727 | 1,871 | 1,109 | 12,332 | 6,316,000 | 13,249 |
| 44 | 1932 | 3,688 | .49 | 1,807 | 1,881 | 998 | 13,515 | 6,757,500 | 13,940 |
| 43 | 1933 | 3,446 | .49 | 1,589 | 1,857 | 1,197 | 14,181 | 7,090,500 | 14,288 |
| 42 | 1934 | 3,741 | .50 | 1,871 | 1,870 | 1,241 | 14,810 | 7,405,000 | 14,711 |
| 41 | 1935 | 3,703 | .50 | 1,852 | 1,851 | 1,309 | 15,352 | 7,676,000 | 15,529 |
| Total | ..... | 61,262 | ..... | 24,435 | 36,827 | 21,745 | 265,907 | 132,953,500 | 310,984 |

| | |
|---|---|
| Total number on rolls in 1906 | 61,262 |
| Number lost | 24,435 |
| Number retiring | 36,827 |
| 310,984×$500 | $155,492,000 |
| 265,907× 500 | $132,953,500 |
| Difference overestimated in Table C | $22,538,500 |

TABLE F.

| Year. | Number clerks. | Actual annual cost. | Available fund. | Annual balance. | Annual interest at 3 per cent. |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1906 | 2,249 | $1,124,500 | $5,072,329 | $3,947,829 | $106,440 |
| 1907 | 2,725 | 1,362,500 | 9,020,158 | 7,657,658 | 232,998 |
| 1908 | 3,278 | 1,639,000 | 12,729,987 | 11,090,987 | 339,720 |
| 1909 | 3,921 | 1,960,500 | 16,163,316 | 14,202,816 | 436,282 |
| 1910 | 4,652 | 2,326,000 | 19,275,145 | 16,949,145 | 521,558 |
| 1911 | 5,533 | 2,766,500 | 22,021,474 | 19,254,974 | 598,297 |
| 1912 | 6,493 | 3,246,500 | 24,327,308 | 21,080,808 | 650,229 |
| 1913 | 7,426 | 3,713,000 | 26,153,132 | 22,440,132 | 692,711 |
| 1914 | 8,493 | 4,246,500 | 27,512,461 | 23,265,961 | 718,761 |
| 1915 | 7,355 | 3,677,500 | 28,338,290 | 24,660,790 | 761,387 |
| 1916 | 7,954 | 3,977,000 | 29,733,119 | 25,756,119 | 795,525 |
| 1917 | 8,398 | 4,199,000 | 30,828,448 | 26,629,448 | 822,786 |
| 1918 | 8,689 | 4,344,500 | 31,701,777 | 27,357,277 | 845,892 |
| 1919 | 8,970 | 4,485,000 | 32,429,606 | 27,944,606 | 863,712 |
| 1920 | 9,067 | 4,433,500 | 33,016,935 | 28,483,435 | 880,401 |
| 1921 | 9,134 | 4,567,000 | 33,555,764 | 28,988,764 | 895,082 |
| 1922 | 9,310 | 4,755,000 | 34,061,093 | 29,406,093 | 909,062 |
| 1923 | 9,241 | 4,620,500 | 34,478,422 | 29,857,922 | 923,010 |
| 1924 | 9,321 | 4,660,500 | 34,930,251 | 30,269,751 | 935,792 |
| 1925 | 9,487 | 4,743,500 | 35,342,080 | 30,598,580 | 946,044 |
| 1926 | 9,799 | 4,899,500 | 35,670,909 | 30,771,409 | 951,511 |
| 1927 | 10,197 | 5,098,500 | 35,843,738 | 30,745,238 | 950,895 |
| 1928 | 10,611 | 5,305,500 | 35,817,567 | 30,512,067 | 943,887 |



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TABLE F—Continued.

| Year. | Number clerks. | Actual annual cost. | Available fund. | Annual balance. | Annual interest at 3 per cent. |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1929 | 11,244 | $5,622,000 | $35,584,396 | $29,962,396 | $927,177 |
| 1930 | 11,870 | 5 935,000 | 35,084,725 | 29,099,725 | 900,815 |
| 1931 | 12,632 | 6,316,000 | 34,172,054 | 27,856,054 | 862,704 |
| 1932 | 13,515 | 6,757,500 | 32,928,383 | 26,170,883 | 811,011 |
| 1933 | 14,181 | 7,090,500 | 31,243,212 | 24,152,712 | 748,920 |
| 1934 | 14,810 | 7,405,000 | 29,225,041 | 21,820,041 | 677,068 |
| 1935 | 15,352 | 7,676,000 | 26,892,370 | 19,216,370 | 596,792 |
| | | 132,953,500 | 853,103,485 | 720,149,985 | a 22,243,914 |
| Saving of 0.0677 per cent of $132,953,500, being difference between 9 years and 8.483 years in survivors | | 7,671,408 | | | |
| | | 125,282,092 | | | |

a Interest reckoned on even thousands of balances.

$853,103,485—$720,149,985=$132,953,500.

| | |
|---|---|
| Fund collected in 30 years | $152,169,870 |
| Interest | 22,243,914 |
| Total | 174,413,784 |
| Amount to pay in 30 years | 125,282,092 |
| Excess | 49,131,692 |

G.

*Amounts paid for salaries of employees in the classified service in the United States.*

| | |
|---|---|
| Civil Service Commission | $221,250.00 |
| Government Printing Office | 4,294,707.80 |
| Smithsonian Institution | 208,403.07 |
| Department of Agriculture | 3,868,406.58 |
| Department of the Interior | 5,102,624.00 |
| Department of Justice | 154,760.00 |
| Department of Navy | 2,795,023.04 |
| Department of State | 149,920.00 |
| Department of Commerce and Labor | 5,717,570.35 |
| Department of War | 11,385,379.00 |
| Department of Treasury | 17,560,395.00 |
| Department of Post-Office | 82,289,925.00 |
| Interstate Commerce Commission | 165,000.00 |
| Total | 133,913,363.84 |
| Director of Census reports | 114,025,497.00 |
| Difference | 19,887,866.84 |

H.

DEPARTMENT OF COMMERCE AND LABOR,
BUREAU OF THE CENSUS,
*Washington, December 20, 1905.*

DEAR SIR: In deference to the request of the United States Civil Service Retirement Association, I have had the statistics for the 50,047 civil-service employees shown in Census Bulletin No. 12 as receiving less than $720 per annum segregated so as to eliminate 5,958 of them which received less than $100 per year and tabulated the remainder according to the amount of salary that each received. The totals for all classes of employees included in this group, whether employed in the District of Columbia or elsewhere, are summarized in the following statement:

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| | |
|---|---|
| Receiving $100 but less than $200 per annum | 1,964 |
| Receiving $200 but less than $300 per annum | 1,686 |
| Receiving $300 but less than $400 per annum | 2,372 |
| Receiving $400 but less than $500 per annum | 3,101 |
| Receiving $500 but less than $600 per annum | 2,916 |
| Receiving $600 but less than $700 per annum | 28,936 |
| Receiving $700 but less than $720 per annum | 3,114 |
| Total | 44,089 |

The Bureau of the Census has refrained from calculating the total amount paid annually to the civil-service employees, because it was believed the information in the possession of the Office was not sufficiently accurate to justify such a computation, but, in compliance with your request, the computation has been made, and the results are furnished in the following statement:

| In the District of Columbia. | | | Elsewhere. | | |
|---|---|---|---|---|---|
| Number of employees. | Estimated average salary. | Total amount paid. | Number of employees. | Estimated average salary. | Total amount paid. |
| 5,643 | $533 | $3,007,719 | 38,446 | $533 | $20,491,718 |
| 2,033 | 720 | 1,463,760 | 11,017 | 720 | 7,932,240 |
| 491 | 840 | 412,440 | 8,438 | 840 | 7,087,920 |
| 1,742 | 900 | 1,567,800 | 8,849 | 900 | 7,964,100 |
| 2,131 | 1,000 | 2,131,000 | 20,780 | 1,000 | 20,780,000 |
| 5,104 | 1,200 | 6,124,800 | 8,199 | 1,200 | 9,838,800 |
| 2,471 | 1,400 | 3,459,400 | 5,186 | 1,400 | 7,260,400 |
| 1,194 | 1,600 | 1,910,400 | 1,150 | 1,600 | 1,840,000 |
| 1,020 | 1,800 | 1,836,000 | 1,025 | 1,800 | 1,845,000 |
| 767 | 2,000 | 1,534,000 | 984 | 2,000 | 1,968,000 |
| 538 | 2,500 | 1,345,000 | 890 | 2,500 | 2,225,000 |
| 28,134 | 1,071.68 | 24,792,319 | 104,964 | 850.13 | 89,233,178 |

| | |
|---|---|
| Total number of employees | 128,098 |
| Total amount paid | $114,025,497.00 |
| Estimated average salary | $890.14 |

The total amount paid in salaries to the employees of the executive civil service was calculated by multiplying the number of employees in each group by the estimated average salary.

In computing the total salaries separately for the employees in the District of Columbia it was found that by taking for the average salary the minimum rate of all groups, except the group of employees receiving less than $720, a total amount was obtained approximately the same as that given in the Official Register for 1903, and the same rates were therefore used for employees elsewhere than in the District of Columbia.

By the segregation in $100 groups of the employees receiving less than $720 it was found that the average salary less than $720 is about $533. This average salary was therefore used for the less than $720 group in calculating the total salaries.

In making the calculation no account was taken of the employees receiving less than $100; those whose salaries were not reported or who received no compensation, pieceworkers, and 613 special agents paid on a per diem basis, who received compensation only for such time as they were actually employed.

By this estimate it appears that the annual salaries of the employees in the District of Columbia approximated $24,792,319, and of the employees engaged elsewhere than in the District, $89,233,178, making a total of $114,025,497.

Very respectfully,

S. N. D. North, *Director.*

Mr. Wallace W. Hite,
*Patent Office, Washington, D. C.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 510.

# INVESTIGATION OF OFFICIAL CONDUCT OF E. G. RATHBONE.

Mr. DICK presented the following

**PETITIONS AND PAPERS RELATING TO THE INVESTIGATION OF THE OFFICIAL CONDUCT OF E. G. RATHBONE WHILE ACTING AS DIRECTOR-GENERAL OF POSTS IN THE ISLAND OF CUBA.**

JUNE 26, 1906.—Ordered to be printed.

[In the Senate of the United States.]

Mr. Dick submitted the following resolution:

"*Resolved*, That the petitions in the case of E. G. Rathbone and all the accompanying papers, including Senate Document Numbered Three hundred and sixty-seven, now in the files of the Secretary of the Senate, be temporarily withdrawn from said files, and five hundred copies of the same be printed as a document for the use of the Senate."

Attest:

CHARLES G. BENNETT,
*Secretary.*

[Senate Document No. 440, Fifty-seventh Congress, first session.]

*E. G. Rathbone.*

WASHINGTON, D. C., *June 26, 1902.*

*To the Congress of the United States:*

Your petitioner respectfully represents that he is 53 years of age, and a citizen of the United States; that late in the year 1898, as an appointee of the Post-Office Department of the United States, he went to Cuba in the capacity of director-general of posts of Cuba; that while acting in such capacity in Cuba, and while that country was governed by the United States, he was accused of high crimes and misdemeanors in connection with such office in the year 1900, resulting in his being arrested and put upon trial for such alleged crimes and misdemeanors which resulted in his conviction and sentence for a term of imprisonment and fine, in April, 1902. Later he was released under a general amnesty act to all American citizens by the Cuban Congress.

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Your petitioner respectfully requests the United States Congress to direct that a thorough investigation be made by a committee of its Members, or otherwise, into all of his acts and doings in Cuba in connection with the said postal service to the end that all the facts may be known and the truth established.

Your petitioner bases this petition upon the ground that whenever the Government of the United States assigns one of its citizens to public service in a foreign land and in the course of the performance of his official duties in that foreign service he is accused of high crimes and misdemeanors, it is the duty of the Government of the United States to see that he has a fair and impartial trial under usual and regular rules of judicial procedure.

He should not be subjected to trial by arbitrary and unusual methods of procedure, contrary alike to the laws of that country and the fundamental principles of justice.

He should not be sentenced to severe and unusual penalties without the right of appeal to the Government of his own country for relief and protection.

Your petitioner further represents that he was improperly tried, unjustly convicted, sentenced to unusual and severe penalties, and as a new trial can not now be had, because of the amnesty by the Cuban Government, which new trial, under uninfluenced conditions, would bring out all the facts, your petitioner submits that, as a citizen of the United States he is justly entitled to a full, fair, and impartial investigation by the Congress of his own country.

Your petitioner makes the following statement of the reasons for this application:

The proceedings which led to his conviction were not judicial proceedings, but were special proceedings, directed and controlled by a person or persons (or an authority) by whose orders such courts were established and controlled, and who, in violation of law and established rules of judicial procedure, issued orders, instructions, and communications to the courts by whom your petitioner was tried, from time to time, during the progress of the trial, and so influenced and dominated these tribunals as to thwart the purposes of justice and inflict a great wrong upon your petitioner.

Ex-parte evidence was admitted to the trial, consisting of ex-parte depositions taken in the United States on behalf of the prosecution, at the taking of which neither the petitioner nor his attorneys had opportunity to be present or cross-examine the witnesses, and the trial court refused to summon witnesses in his behalf, in violation of Article VI of the bill of rights, amendment to the Constitution of the United States; that his attorneys were not given proper time to prepare the defense, and that evidence vital and material to his defense was withheld; and that the principal witness of the State, and practically the sole witness against him, was not sworn upon the trial. His testimony was not given under oath. This witness testified as a defendant.

Your petitioner further represents that under the laws of Cuba a defendant in a criminal trial is not required to be sworn or put under the sanction of an oath. He can not be punished for perjury if he gives false testimony. This witness was convicted under the same proceedings as your petitioner, and afterwards was pardoned as a "Witness for the State in the post-office cases," when in fact he was not declared a witness for the State as required by law, but was a

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defendant in the case. This witness took advantage of his position as a defendant to escape liability for perjury if he gave false testimony. He took advantage of his position as a witness for the State to secure a pardon.

In view of these and other reasons your petitioner requests Congress to make a thorough and exhaustive investigation of all of his acts in Cuba in connection with the office to which he was assigned under the authority of the United States Government, the methods employed to secure his conviction, to the end that the truth may be discovered, the ends of justice secured, and that your petitioner may be relieved from the unjust aspersions cast upon his character.

And your petitioner will ever pray.

E. G. RATHBONE.

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[Senate—Committee Calendar No., 112.—Fifty-eight Congress, second session.]

*Petition of E. G. Rathbone praying Congress to investigate his acts while director-general of posts of Cuba.*

WASHINGTON, D. C., *April 18, 1904.*

*To the Congress of the United States:*

Your petitioner respectfully represents that he is 55 years of age and a citizen of the United States; that late in the year 1898, as an appointee of the Post-Office Department of the United States, he went to Cuba in the capacity of director-general of posts of Cuba; that while acting in such capacity in Cuba, and while that country was governed by the United States, he was accused of high crimes and misdemeanors in connection with such office in the year 1900, resulting in his being arrested and put upon trial for such alleged crimes and misdemeanors, which resulted in his conviction and sentence for a term of imprisonment and fine, in April, 1902. Later he was released under a general amnesty act to all American citizens by the Cuban Congress.

Your petitioner respectfully requests the United States Congress to direct that a thorough investigation be made by a committee of its members, or otherwise, into all of his acts and doings in Cuba in connection with the said postal service, to the end that all the facts may be known and the truth established.

Your petitioner bases this petition upon the ground that whenever the Government of the United States assigns one of its citizens to public service in a foreign land, and in the course of the performance of his official duties in that foreign service he is accused of high crimes and misdemeanors, it is the duty of the Government of the United States to see that he has a fair and impartial trial under usual and regular rules of judicial procedure.

He should not be subjected to trial by arbitrary and unusual methods of procedure, contrary alike to the laws of that country and the fundamental principles of justice.

He should not be sentenced to severe and unusual penalties without the right of appeal to the Government of his own country for relief and protection.

Your petitioner further represents that he was improperly tried, unjustly convicted, sentenced to unusual and severe penalties, and as a new trial can not now be had, because of the amnesty by the Cuban

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Government, which new trial, under uninfluenced conditions, would bring out all the facts, your petitioner submits that as a citizen of the United States he is justly entitled to a full, fair, and impartial investigation by the Congress of his own country.

Your petitioner makes the following statement of the reasons for this application:

The proceedings which led to his conviction were not judicial proceedings, but were special proceedings, directed and controlled by a person or persons (or an authority), by whose orders such courts were established and controlled and who, in violation of law and established rules of judicial procedure, issued orders, instructions, and communications to the courts, by whom your petitioner was tried from time to time, during the progress of the trial and so influenced and dominated these tribunals as to thwart the purpose of justice and inflict a great wrong upon your petitioner.

Ex parte evidence was admitted to the trial, consisting of ex parte depositions taken in the United States on behalf of the prosecution, at the taking of which neither the petitioner nor his attorneys had opportunity to be present or cross-examine the witnesses, and the trial court refused to summon witnesses in his behalf, in violation of Article VI of the bill of rights, amendment to the Constitution of the United States, and in violation of an act of the Congress of the United States, dated June 6, 1900; that his attorneys were not given proper time to prepare the defense, and that evidence vital and material to his defense was withheld, and that the principal witness of the State, and practically the sole witness against him, was not sworn upon the trial. His testimony was not given under oath. This witness testified as a defendant.

Your petitioner further represents that under the laws of Cuba a defendant in a criminal trial is not required to be sworn or put under the sanction of an oath. He can not be punished for perjury if he gives false testimony. This witness was convicted under the same proceedings as your petitioner, and afterwards was pardoned as a "Witness for the State in the post-office cases," when in fact he was not declared a witness for the State, as required by law, but was a defendant in the case. This witness took advantage of his position as a defendant to escape liability for perjury if he gave false testimony. He took advantage of his position as a witness for the State to secure a pardon.

In view of these and other reasons your petitioner requests Congress to make a thorough and exhaustive investigation of all of his acts in Cuba in connection with the office to which he was assigned under the authority of the United States Government, the methods employed to secure his conviction, to the end that the truth may be discovered, the ends of justice secured, and that your petitioner may be relieved from the unjust aspersions cast upon his character.

And your petitioner will ever pray.

E. G. RATHBONE.

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[Senate Document No. 367, Fifty-ninth Congress, first session.]

*Investigation of official conduct of E. G. Rathbone.*

The Vice-President presented the following joint resolution of the legislature of the State of Ohio, praying for an investigation of the official conduct of E. G. Rathbone while acting as director-general of posts in the island of Cuba.

(Senate Joint Resolution No. 29.)

JOINT RESOLUTION requesting an investigation of the official conduct of E. G. Rathbone.

*Whereas* E. G. Rathbone, a citizen of Ohio, and a former member of the senate in the sixty-eighth general assembly of Ohio, having served therein with distinguished ability and with honor to himself, his constituency, and the State, has presented to the Congress of the United States a petition and prayer for relief (a copy of which petition and prayer, duly authenticated by the Chief Clerk of the United States Senate, is presented herewith); and

Whereas in view of the claims set forth in said petition to the Congress of the United States by said Rathbone, and because we believe it to be the duty of the United States Government under our Constitution and laws to vouchsafe to every citizen, whether at home or abroad, the fullest protection of law, and further believing that under the peculiar conditions, legal and otherwise, existing in the island of Cuba during the period complained of in said Rathbone's petition he was necessarily deprived of his legal rights in the premises: Therefore

*Be it resolved by the general assembly of the State of Ohio*, That the Congress of the United States be, and it hereby is, respectfully requested to grant to the said E. G. Rathbone the relief prayed for in his said petition, by ordering an investigation of the official conduct of said Rathbone while acting as director-general of posts in the island of Cuba: And be it further

*Resolved*, That copies of this resolution be forwarded to the President of the United States Senate and to the Speaker of the House of Representatives of the Congress of the United States.

C. A. THOMPSON,
*Speaker of the House of Representatives.*
JAMES M. WILLIAMS,
*President pro tem. of the Senate.*

Adopted April 2, 1906.

UNITED STATES OF AMERICA, OHIO,
*Office of the Secretary of State:*

I, Lewis C. Laylin, secretary of state of the State of Ohio, do hereby certify that the foregoing is an exemplified copy, carefully compared by me with the original rolls now on file in this office and in my official custody as secretary of state, as required by the laws of the State of Ohio, of a joint resolution adopted by the general assembly of the State of Ohio on the 2d day of April, A. D. 1906.

In testimony whereof I have hereunto subscribed my name and affixed my official seal at Columbus the 6th day of April, A. D. 1906.

[SEAL.]

LEWIS C. LAYLIN,
*Secretary of State.*

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JANUARY 4, 1906.

*To the Congress of the United States:*

Your petitioner, a citizen of the United States, respectfully represents that upon ex parte affidavits of persons whom your petitioner and his counsel were denied an opportunity to confront or cross-examine, and which affidavits petitioner and his counsel were denied an opportunity to rebut and disprove; and

Upon the unsworn statements of a self-confessed criminal, made by such criminal under promise of immunity and reward; and

In violation of the constitutional rights, privileges, laws, and rules guaranteed to citizens of the United States under such circumstances; and

In disregard of the acts of Congress in such cases specially provided, your petitioner has been unlawfully and unjustly condemned and fined and disgraced for matters and things of which he was and is wholly innocent; and

Is now barred from relief by an appeal to the court properly having appellate jurisdicton in said matter, for the reason that the Cuban Congress, soon after said trial, passed an act of general amnesty, which act quashed said proceedings and left said court without power to proceed with your petitioner's appeal, and he is now without remedy, except at the hands of Congress, to vindicate his character and to relieve himself and family from the unjust and unlawful aspersions cast upon his good name, and prays full investigation by a duly qualified committee.

Your petitioner further states that late in the year 1898, as an appointee of the Post-Office Department of the United States, he went to Cuba in the capacity of director-general of posts of Cuba; that while acting in that capacity, and while that country was governed by the United States through its military governor, your petitioner was accused of complicity in certain fraudulent acts committed by persons employed in the department under petitioner's supervision, and upon an order of the military governor was arrested and tried for such alleged offense before "a special court" by special proceedings directed and controlled by the officer by whose orders such court was established, and who, in violation of law and established rules of procedure and every consideration of fairness, issued orders, instructions, and various communications to the court by which your petitioner was tried from time to time during the progress of the trial.

Your petitioner submits that whenever the United States assigns one of its citizens to public service in a foreign land, and in the performance of his official duties in such foreign service he is accused of misdemeanors, it is the duty of the Government to see that such official has a fair and impartial trial under the usual and regular rules of judicial procedure.

Your petitioner gives the following as the principal reasons for this application:

First. The proceedings which led to his conviction for the alleged wrongdoing were not judicial proceedings.

Second. Ex parte "depositions" were admitted at the trial which were taken in the United States on behalf of the prosecution, the taking of which was without notice to your petitioner or his counsel, and neither petitioner nor counsel were present or had an opportunity to be present to cross-examine the witnesses.

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Third. That upon said trial your petitioner was upon trial for a criminal offense, and contrary to all law and constitutional guarantees evidence by depositions was permitted to be introduced, thereby depriving petitioner of his right "to be confronted with the witnesses against him."

Fourth. That the introduction of such ex parte depositions was a surprise and unlawful advantage taken by the prosecution, and your petitioner had a right to believe and rely upon the act of Congress dated June 6, 1900, by which the use of such ex parte depositions was expressly prohibited.

Fifth. That the petitioner's attorneys were not given a reasonable opportunity to prepare for trial, and because of the introduction of such depositions were not prepared to disprove the statements therein contained.

Sixth. Evidence material and vital to his defense was withheld, and petitioner was unable to procure same.

Seventh. The principal witness, and practically the sole witness of the prosecution, was not sworn upon the trial. Said witness testified as a defendant, and his testimony was not given under oath for the reason that under the laws of Cuba a defendant in a criminal trial is not sworn or put under the sanction of an oath. He can not be punished for perjury. Said witness took advantage of said rule and testified as a defendant to escape liability for perjury if he gave false testimony, and took advantage of his position as a witness for the prosecution to secure a pardon.

Wherefore your petitioner prays Congress to make a thorough and exhaustive investigation of all his acts in Cuba in connection with the office to which he was assigned under the authority of the United States Government, the methods employed to secure his conviction, to the end that the truth may be ascertained and justice done, and that your petitioner may be relieved from the unjust aspersions cast upon his character.

And your petitioner will ever pray.

E. G. RATHBONE.

Estes G. Rathbone, being duly sworn, deposes and says: That he is 54 years of age and a citizen of the United States; that the statements contained in the attached brief and the exhibits therein, numbered from 1 to 62, inclusive (except No. 28, which was inadvertently omitted), are true, to the best of his knowledge and belief.

ESTES G. RATHBONE.

DISTRICT OF COLUMBIA, *City of Washington:*

Sworn to and subscribed before me, a notary public in and for the District of Columbia, this 26th day of February, 1903.

R. B. NIXON, *Notary Public.*

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## STATEMENT OF E. G. RATHBONE.

I make the following statement as a basis for the investigation:

I was an officer of the United States, appointed and commissioned by the Post-Office Department of the United States, and was amenable only to the authority of the United States. As such officer I was

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detailed to duty in the public service of Cuba, a foreign land, and during all my incumbency in said office I acted as a citizen of the United States under the direction of the United States Post-Office Department at Washington, in pursuance of a treaty which was and is a part of the law of the United States, and in the course of the performance of my official duties I was charged with high crimes and misdemeanors, and was tried in that foreign country by a tribunal appointed by and acting under the authority and direction of the military governor of Cuba, appointed by the War Department of the United States under said treaty, and was put upon what was claimed to be a trial for such alleged crimes and misdemeanors.

I contend that it was the duty of the Government of the United States to secure for me a fair and impartial trial under usual and regular rules of judicial procedure for the official acts performed under its appointment, direction, and authority.

I was subjected to trial by arbitrary and unusual modes of trial, contrary alike to the original laws of Cuba and the fundamental principles of justice.

The proceeding which led to my conviction was not a judicial proceeding, but was a special proceeding directed and controlled by the military governor, who issued orders, instructions, and communications to the courts from time to time, according to the exigencies of the case.

He directed the amount and character of bail which should be fixed in my case in violation of law.

I did not have a fair and impartial trial.

By letters of instruction communicated to the trial court he authorized the use as evidence in the case of ex parte depositions taken in the United States on behalf of the Government.

Illegal evidence was used against me, notably hearsay and ex parte affidavits.

Witnesses were not summoned in my behalf in violation of article 6, amendments to the Constitution.

The courts were a part of the military government.

The military governor had full authority to appoint and remove members of the judiciary at will.

By official orders and acts the military governor discriminated against me in the matter of my official accounts.

Items of expenditure in my accounts, which he held to be improper, he admitted as proper items in the accounts of military and other officials, *including his own.*

In certain cases he held that items in my accounts were criminal in character, and directed my prosecution because of them.

In accounts of other officials, *and his own as well*, in which the same character of items were included, he held that they were proper and regular.

I was arrested on the charge of the malversation of about $4,000 of public funds, but the charge was unlawfully, and contrary to the order of the Secretary of War, changed, charging me with conspiracy with Neeley and Reeves to defraud the Government of more than $100,000, and I was held for trial unlawfully, and unlawfully convicted of conspiracy.

I was convicted of conspiracy upon the uncorroborated testimony of an alleged coconspirator, W. H. Reeves, who was a defendant upon

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trial upon the same charge, and who was a confessed forger and embezzler.

I submit the following statement of facts in support of the foregoing statements, with copies of public documents and records, and names of witnesses to substantiate the same, and respectfully ask the committee to send for such witnesses, documents, and records, and such others as may become necessary for the purposes of this investigation.

About December 10, 1898, while in Hamilton, Ohio, I received a telegram from Hon. Charles Emory Smith, Postmaster-General, asking me to come to Washington. I went there a day or two later and saw Mr. Smith, who tendered me the position of "director of posts of Cuba," which, after a conference with the President and some of my friends, I accepted.

I assumed charge of the postal service of Cuba January 1, 1899; meanwhile, or about December 24, 1898, Charles F. W. Neeley, of Muncie, Ind., reported to me for duty in Hamilton, Ohio, and presented a letter of appointment by the Post-Office Department.

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**Exhibit No. 1.**

POST-OFFICE DEPARTMENT,
FIRST ASSISTANT POSTMASTER-GENERAL,
*Washington, December 22nd, 1898.*

SIR: You have been appointed a clerk in the military postal service at a salary of $1,800 per annum, to take effect December 24th, and will report to Hon. E. G. Rathbone, director of posts for Cuba. Your railroad fare between Muncie, Ind., and Hamilton, Ohio, and your railroad fare between Hamilton, Ohio, and Tampa, Fla., and your transportation between Tampa, Fla., and Habana, Cuba, will be allowed you. Secure vouchers for all railroad fares and transportation. You will be reimbursed for your expenditures through one of the postal agents in Cuba upon authority from this Office.

Execute inclosed oath of office and return to me.

Very respectfully,

GEO. M. ALLEN,
*Acting First Assistant Postmaster-General.*

Mr. CHARLES F. N. NEELEY,
*Muncie, Ind.*

This was the first time I ever saw or heard of Mr. Neeley. I also received a letter commendatory of Mr. Neeley.

**Exhibit No. 2.**

POST-OFFICE DEPARTMENT,
FIRST ASSISTANT POSTMASTER-GENERAL,
*Washington, December 13th, 1898.*

MY DEAR MAJOR: I intended to say to you when here that there is one man, Mr. Charles F. W. Neeley, of Muncie, Ind., who wants to go into the Cuban mail service, in whom I am more interested than any other man among thousands of applicants for positions of that character.

He is a newspaper writer and publisher and about 42 years of age, a hustler, a man with the very best habits, and as loyal as loyalty itself. He would make a grand confidential man for you.

I will write and ask him to go and see you. This is a man you will warm up to, and would like to have as a companion as well as an executive officer.

Yours, faithfully,

PERRY S. HEATH,
*First Assistant Postmaster-General.*

Maj. E. G. RATHBONE, *Hamilton, Ohio.*

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Soon after my arrival in Habana it became apparent that one of the great needs of the service was an accounting and auditing bureau, in which the accounts could be accurately kept and audited.

I wrote the Postmaster-General suggesting that some competent man be sent to me for that purpose, which resulted in a corps of five or six men, headed by Mr. A. L. Lawshe, Deputy Sixth Auditor of the United States Treasury, being sent to me.

They bore letters of appointment by the Post-Office Department of the United States, directing them to report to me for duty in Cuba.

The following is a copy of the letter of appointment presented by Mr. W. H. Reeves:

**Exhibit No. 3.**

POST-OFFICE DEPARTMENT,
FIRST ASSISTANT POSTMASTER-GENERAL,
*Washington, January 24th, 1898.*

SIR: You have been appointed to a position in the military postal service at a salary of $1,800.00 per annum, to take effect to-day, January 24th, 1898. I inclose herewith your transportation from Washington, D. C., to Havana, Cuba. It will be necessary for you to leave Washington on the 11.15 a. m. train on the Southern Railroad to-morrow, January 25th, in order to connect with the boat leaving Tampa, Fla., at 9.30 p. m., January 26th. Upon your arrival in Havana report to Hon. E. G. Rathbone, director of posts of Cuba, for assignment to duty.

Very respectfully,

PERRY S. HEATH,
*First Assistant Postmaster-General,*

Mr. W. H. REEVES, *Washington, D. C.*

I never saw or heard of Mr. Reeves until he accompanied Mr. Lawshe to Cuba and presented his letter of appointment.

Soon after the arrival of Mr. Lawshe and others I created "The bureau of postal accounts of the department of posts of Cuba," by an order, as follows:

**Exhibit No. 4.**

General Order, No. 12.
Original, No. 10.

HABANA, *January 25th, 1899.*

A bureau of postal accounts is hereby created in the office of the director of posts until otherwise ordered, to be in charge of a designated chief.

The chief of the bureau of postal accounts shall receive all accounts arising in connection with the postal service of Cuba or relative thereto, with all the vouchers necessary to a correct adjustment thereof, and shall audit and settle the same, and shall certify the balances arising thereon to the director of posts.

He shall keep and preserve all accounts and vouchers after settlement.

He shall close the postal account of the department quarterly, and submit to the director of posts quarterly statements of its receipts and expenditures.

He shall report to the director of posts, when required to do so, the manner and form of keeping and adjusting the accounts of the department and the official form of the papers to be used in connection with its receipts and expenditures.

He shall report to the director of posts all the delinquencies of postmasters and postal officials in rendering the accounts and returns, or in paying over, as required, the receipts of their respective offices.

He shall register, charge, and countersign all warrants upon the designated depository of postal revenues for this department, for payments issued by the director of posts, as warranted by law or regulations.

He shall perform such other duties in relation to the financial concerns of the department as may be assigned to him by the director of posts, and make such reports concerning the same as the director of posts may require.

The laws, rules, and regulations of the United States of America concerning the settlement and adjusting of postal accounts are hereby declared in force so far as the same may be applicable to the service as organized or reorganized by the director of posts.

E. G. RATHBONE,
*Director of Posts of Cuba.*

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In making this order I followed the language of the United States Statutes, creating the office of the Sixth Auditor of the Treasury Department of the United States, and defining the duties thereof as closely as conditions in Cuba would permit. (See sec. 213, P. L. and R., and Revised Statutes of the United States, sec. 277.)

The Sixth Auditor of the Treasury is the officer who audits the accounts of the Post-Office Department of the United States.

I appointed Mr. Lawshe acting chief of the bureau, and he acted in that capacity until he reported that he had the bureau well organized and in good running order, when, upon the recommendation of Mr. Lawshe, I assigned W. H. Reeves, one of the men who accompanied him to Cuba, to duty as chief of the bureau of postal accounts.

The following is the letter of Mr. Lawshe recommending Reeves:

**Exhibit No. 5.**

HAVANA, CUBA, *February 6th, 1899.*

The DIRECTOR OF POSTS.

SIR: In accordance with your verbal request of recent date, it gives me pleasure to suggest for the position of the chief of the bureau of postal accounts Mr. W. H. Reeves, of the force of clerks sent here from the Auditor's office in Washington.

Mr. Reeves is a practical bookkeeper of long experience in accounting work, and one to whom the important work of the bureau may well be entrusted. *I commend him to you both personally and officially.*

Very truly, yours,

A. L. LAWSHE.

In this connection I call attention to an erroneous statement in respect to the Cuban postal frauds made by Charles Emory Smith, Postmaster-General, to the President in his report for the fiscal year ending June 30, 1900, as follows:

Rathbone was appointed director upon a record of previous service in the Department which was believed to justify the selection. *Neely was appointed by the director and was well recommended,* and *the auditor was selected by the chief auditor of the Auditor's Office,* because, with twelve years' experience and a good reputation in the classified service, he was thought to be peculiarly fitted for the trust.

Both Neely and Reeves were appointed by the Post-Office Department, as shown by Exhibits Nos. 1 and 3 [pp. 9 and 10].

On January 7, 1899, after a conference with Mr. Bingham, chief of the finance division of the Third Assistant Postmaster-General's Office, who was in Cuba at that time, I issued an order creating a bureau of finance.

**Exhibit No. 6.**

General Order No. 6.
Original No. 4.

HABANA, *January 7th, 1899.*

*Ordered,* That a bureau of finance be, and is hereby, established at headquarters of the director of posts of Cuba, and that to its chief will be assigned the charge and custody of postage stamps, stamped envelopes, and postal cards, the supplying of postmasters, upon their requisitions, with these stamp supplies, and the rendering of an account of these transactions to the director of posts at the close of every quarter.

He shall also have under his management all blank supplies for the department of posts and for the use of postmasters, which he will order and distribute as the needs of the service demand, and the performance of such other duties as may, from time to time, be required by the director of posts.

He shall give bond with good and approved security in such amount as the director of posts may determine.

E. G. RATHBONE,
*Director of Posts.*

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I assigned Mr. Charles F. W. Neely to duty as chief of the bureau of finance, and at my request Mr. Bingham, chief of the finance division, instructed Mr. Neely and his clerks as to their duties and prescribed a form of bookkeeping for them to follow.

I organized other bureaus of the department of posts, following the United States Statutes, and Postal Laws and Regulations of the United States, creating similar branches of the Post-Office Department and defining the duties thereof, as closely as conditions would permit.

I kept the Post-Office Department well advised of my operations, as the correspondence will show.

In the latter part of March, 1899, the Postmaster-General, Mr. Smith, came to Cuba on an official visit, spending five or six days, during which time I explained the condition of the service. We were in almost continual conference about Cuban postal business during his stay.

Prior to January 1, 1899, a quantity of United States postage stamps of various denominations were surcharged by the word "Cuba" and the denomination of the stamps being printed across the face of them. These were sent to Cuba as a temporary expedient for use in the Cuban postal service.

A series of new stamps of Cuban designs were devised and sent to Cuba about August or September, 1899.

Our vault became overcrowded by reason of being obliged to keep in it the money-order blanks, the surcharged and the new issue of Cuban stamps, and the large amounts of money taken in by the money-order service. so that it became necessary to get relief from the congested condition of the vault. The surcharged stamps could not be used in the United States, and we were anxious to get our new stamps of Cuban design in use. Following the practice in the Post-Office Department of the United States in similar cases, I appointed a commission to count and destroy the old surcharged stamps by the following order:

Order No. 65.] OFFICE OF THE DIRECTOR-GENERAL,
*Habana, September 11, 1899.*

*Ordered*, That a commission be, and is hereby, appointed, consisting of C. F. W. Neely, chief of the bureau of finance, chairman; W. H. Reeves, assistant auditor for the department of posts, and Delano Marfield, chief of the bureau of registration, with directions to proceed at once to count up the old surcharged United States postage stamps now on hand, which are of no value by reason of the new Cuban postage stamps being put in use on the island of Cuba.

The commission will reserve a sufficient number of each denomination of surcharged stamps to meet the requests of stamp collectors. The remainder they will proceed to destroy by burning, and make full report thereon to the director-general.

E. G. RATHBONE,
*Director-General.*

The commission made its first report as follows:

HABANA, CUBA, *September 13, 1899.*

The Honorable DIRECTOR-GENERAL,
*Habana, Cuba.*

SIR: The committee appointed to destroy the surcharged stamps beg leave to make the following report:

Stamps in the original sealed packages were taken from the vault in the bureau of finance and transported to the engine room of the electrozone plant, where permission had been granted to burn said stamps in the fire boxes under their boilers, the committee being present until all the stamps were completely destroyed. The committee burned stamps of the following amounts and denominations:

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| | |
|---|---|
| 2,000,000 2-cent stamps | $40,000.00 |
| 3,000,000 3-cent stamps | 90,000.00 |
| 3,200,000 5-cent stamps | 160,000.00 |
| 200,000 10-cent stamps | 20,000.00 |
| Total | 310,000.00 |

A considerable quantity of "stuck" stamps and stamps from broken packages were not burned on account of lack of time to count them, and they will be destroyed at some future date. We recommend that the auditor for the department of posts be instructed to credit the account of the chief of the bureau of finance in the sum of $310,000.00.

Respectfully submitted.

C. F. W. NEELY,
DELANO MARFIELD,
W. H. REEVES,
*Committee.*

In accordance with the recommendation of the committee I requested the assistant auditor to give Neely credit for the amount which the committee reported that they had destroyed, as follows:

OFFICE OF THE DIRECTOR-GENERAL,
*Habana, September 18, 1899.*

Mr. W. H. REEVES,
*Auditor for the department of posts, Habana, Cuba.*

SIR: On the 11th inst. I appointed a commission consisting of C. F. W. Neely, chief of the bureau of finance; Delano Marfield, chief of the registry bureau, and W. H. Reeves, assistant auditor for the island, to count and destroy surcharged stamps in the hands of the bureau of finance, because said stamps have become of no value on account of the recent issue of Cuban stamps. In compliance with my order the commission proceeded on the 11th inst. to destroy stamps as per order above, and report that they have burned and completely destroyed the following amounts and denominations:

| | |
|---|---|
| 2,000,000 2-cent stamps | $40,000.00 |
| 3,000,000 3-cent stamps | 90,000.00 |
| 3,200,000 5-cent stamps | 160,000.00 |
| 200,000 10-cent stamps | 20,000.00 |
| Total | 310,000.00 |

You are therefore hereby requested to credit the above amount of $310,000.00 to the account of the chief, bureau of finance, department of posts of Cuba, and I will thank you to acknowledge receipt of this communication.

Very respectfully,

E. G. RATHBONE,
*Director-General.*

I at once advised the Postmaster-General of my action, inclosing a copy of my order creating the committee, a copy of their report, and a copy of my letter to the assistant auditor requesting him to give credit to Neely for the amount of stamps which they reported as having destroyed:

OFFICE OF DIRECTOR-GENERAL,
*Habana, Cuba, September 18, 1899.*

The honorable the POSTMASTER-GENERAL,
*Washington, D. C.*

SIR: By reason of the large amount of money being taken in by the money-order system our vault became very much crowded, and, after a conference with the governor-general, I made an order appointing a commission to count and destroy the old surcharged United States stamps, a copy of which order is herewith attached, together with a copy of the commission's report.

I also hand you a copy of a request upon the auditor to give the bureau of finance credit for $310,000, the value of the stamps destroyed. I might add that Mr. P. H. Bristow, the chief clerk, witnessed the destruction of the stamps in connection with the commission.

Very respectfully,

E. G. RATHBONE,
*Director-General.*

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For reasons stated in the report of the commission of September 13, 1899, all of the stamps were not destroyed at the first burning.

On or about December 14, 1899, the committee reported burning about $82,000 more, which was duly reported to the Postmaster-General, copies of which documents are in the files of the department of posts and the papers in the postal cases.

I am unable to give a copy of the report of the committee on the last destruction of stamps, but it is in the papers of the postal cases in Cuba, with a memorandum on the committee's report, in my handwriting, in substance as follows:

Bristow, chief clerk: Prepare letter accepting report; ask auditor to give credit to bureau of finance; discharge the commission. Send copies to Postmaster-General. E. G. R.

My chief clerk, P. H. Bristow, under this direction prepared the letters for my signature.

I will explain that about March, 1899, my official title was changed by the Postmaster-General, from "director of posts" to "director-general of posts."

Leaving Habana on April 6, 1899, I made an official trip around the island of Cuba by water, visiting many of the principal coast cities, arriving in Habana April 19, 1899. I was accompanied by my secretary, Mr. Wilson E. Wilmot, and an interpreter, Samuel Brenner; also by my wife, young son, and a nurse. During this absence my chief clerk, Mr. P. H. Bristow, acted as director-general of posts, as he did many times afterwards during my absence.

I remained in Habana from the 19th to the 23d of April, 1899, when I left for the United States, accompanied by my secretary, Mr. Wilmot; meanwhile Mr. Bristow acted as director-general until my return, on May 24, 1899; so that from April 6 to May 24, 1899, inclusive, Bristow was acting in my stead.

I give details as to these dates because during this period much occurred, which will appear later, showing the necessity for being specific as to dates. While in Washington, during this trip, Mr. G. D. Meiklejohn, Assistant Secretary of War, and myself devised a system of audits, and a treasurer for Cuba, which plan we each submitted to our respective secretaries—that is, he to the Secretary of War, and I to the Postmaster-General—which resulted in the plan being put into effect by Executive order of May 8, 1899, which was promulgated by the Assistant Secretary of War May 11, 1899, and at a later date by Maj. Gen. John R. Brooke, the military governor of Cuba, effective July 1, 1899, on which date the bureau of postal accounts was absorbed by the War Department and became a part of the auditing system of the island.

Under the provisions of the order of May 11, 1899, all books, vouchers, pay rolls, etc., heretofore in use by the bureau of postal accounts went into possession and custody of one of the assistant auditors of the island. W. H. Reeves, who had been chief of the bureau of postal accounts, was appointed by the War Department to this position and became subject to the orders of that Department. The President's order above referred to is presented herewith as Exhibit No. 7.

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## Exhibit No. 7.

*Rules and instructions to carry into effect the Executive orders relating to the military government by the United States in the island of Cuba and all islands in the West Indies west of the seventy-fourth degree west longitude, evacuated by Spain, during the maintenance of such military government.*

PROMULGATING ORDER.

WAR DEPARTMENT,
*Washington, May 11, 1899.*

The following order of the President is published for the information and guidance of all concerned:

EXECUTIVE MANSION,
*Washington, May 8, 1899.*

By virtue of the authority vested in me as the Commander in Chief of the Army and Navy of the United States, I hereby order and direct that during the maintenance of the military government by the United States in the island of Cuba and all islands in the West Indies west of the seventy-fourth degree west longitude, evacuated by Spain, there are hereby created and shall be maintained the offices of auditor of the islands, one assistant auditor for auditing the accounts of the department of customs, and one assistant auditor for auditing the accounts of the department of post-offices, who shall be appointed by the Secretary of War, and whose duties shall be to audit all accounts of the islands.

There is hereby created and shall be maintained the office of treasurer of the islands, which shall be filled by the appointment thereto of an officer of the Regular Army of the United States. The treasurer of the islands shall receive and keep all moneys arising from the revenues of the islands, and shall disburse or transfer the same only upon warrants issued by the auditor of the islands and countersigned by the governor-general.

All rules and instructions necessary to carry into effect the provisions of Executive orders relating to said islands shall be issued by the Secretary of War.

WILLIAM MCKINLEY.

The above order and the following rules and regulations will be duly proclaimed and enforced in the island of Cuba and all islands in the West Indies west of the seventy-fourth degree, west longitude, evacuated by Spain as therein provided, and all regulations and orders heretofore issued inconsistent therewith are hereby repealed.

G. D. MEIKLEJOHN,
*Assistant Secretary of War.*

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STATION OF OFFICERS.

The governor-general of the said islands shall be stationed in the city of Havana, and the officers provided for in Executive order of May 8, 1899, shall be stationed at and have their offices in said city.

THE AUDITOR AND ASSISTANT AUDITORS OF THE ISLANDS.

The auditor and the two assistant auditors of the islands, appointed under Executive order of May 8, 1899, shall examine and settle all accounts pertaining to the revenues and receipts derived from the islands and expenditures paid therefrom, and certify the balances thereon.

The assistant auditors shall be subject to the direction and general supervision of the auditor, and the balances of accounts examined and certified by them shall be subject to the approval of the auditor, and when so approved shall be as final and conclusive as if examined and certified by the auditor.

All accounts pertaining to the department of customs shall be assigned to one of the assistant auditors, and all accounts relating to the department of post-offices shall be assigned to the other assistant auditor.

The auditor shall issue and personally sign all warrants for the payment of moneys by the treasurer, which warrants shall be transmitted to the governor-general, to be countersigned by him. No warrant shall be drawn for the advance of moneys except upon requisition therefor made by the proper officer, approved by the governor-general, and allowed by the auditor; and no warrant shall be issued for the payment

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of the balance found due on any account, except upon the certificate of the auditor or the certificate of one of the assistant auditors approved by the auditor, upon the settlement of such accounts.

Warrants may be issued for the necessary transfer of funds from one fund to another, on the books of the treasurer and auditor, upon the approval and request of the governor-general, upon proper showing made to him, where the funds on the treasurer's books to the credit of any particular fund are not sufficient to pay the necessary expenses on that particular account. Such transfer warrants shall be issued by the auditor and countersigned by the governor-general.

Warrants drawn for making advances of money from funds in the treasurer's hands shall be denominated "accountable warrants," and shall be numbered consecutively, a separate series being preserved.

Warrants drawn for the payment of balances due on accounts settled and certified by the auditor shall be denominated "settlement warrants," and shall be numbered consecutively in a separate series.

And warrants drawn for the transfer of moneys from one fund to another shall be denominated "transfer warrants," and shall be numbered consecutively in a separate series.

The title or name of the fund or head of account from which each warrant is payable must be stated thereon, and the official seal of the auditor impressed thereon.

All receipts issued by the treasurer for moneys paid to him shall be in duplicate and shall be countersigned by the auditor, unless some error therein shall be found, in which case they shall be returned to the treasurer for correction. When so countersigned, one receipt in every case shall be retained in the office of the auditor, and the other shall be delivered or transmitted by the auditor to the person by whom the payment was made.

The receipts retained by the auditor will constitute the necessary check and voucher, in his examination and settlement of the treasurer's account of receipts and expenditures, as the authority for charging the treasurer with moneys received; and after the settlement of the accounts to which they pertain such receipts will be filed therewith in the office of the auditor.

And the warrants paid by the treasurer, accompanied with the proper evidence of payment, shall constitute the vouchers on which the treasurer shall receive credit for payments made by him, and after the settlement of his accounts by the auditor such warrants shall be filed therewith.

The certificates on the settlement of accounts made by the auditor and by the assistant auditors, shall be numbered consecutively and filed with the respective accounts and vouchers in the office of the auditor, who shall preserve the same.

*The auditor shall prescribe the forms for keeping and rendering all accounts subject to his examination and settlement, which forms shall conform substantially with those used by officers rendering accounts to the Treasury Department of the United States, and issue all necessary instructions to the officers and agents rendering such accounts.*

And in case any officer or agent whose duty it is to collect and receive moneys arising from the revenues of the islands of whatever kind, and to make disbursements of such moneys for any purpose, shall fail to render true and correct accounts of such receipts and disbursements to the auditor, or to transmit the same within twenty days after the expiration of the month to which they pertain, or shall neglect to render the same when requested so to do, it shall be the duty of the auditor forthwith to report such case to the governor-general for proper action.

There shall be in the office of the auditor a division of bookkeeping, in which shall be kept proper books of entry and ledgers for recording the general accounts of receipts and expenditures pertaining to the revenues of the Islands, and the personal accounts of the agents and officers authorized to collect the same and to disburse moneys advanced by the treasurer upon warrants as herein provided, and of all other accounts or claims allowed and certified by the auditor.

### ACCOUNTS OF GENERAL RECEIPTS AND EXPENDITURES.

The receipts issued by the treasurer for moneys paid to him, after being countersigned by the auditor, shall be credited, in the proper ledgers of general receipts and expenditures, to the appropriate funds arising from revenue accounts, namely, customs receipts, postal receipts, internal-revenue receipts, and miscellaneous receipts; and in making such credit entries from the treasurer's receipts the number and date of the receipt and the name of the person by whom the payment was made shall be noted.

All warrants drawn by the auditor, after being countersigned by the governor-general, shall be charged in the ledgers of general receipts and expenditures to the

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appropriate funds or heads of account from which the same are payable, and in making such debit entries the number and date of the warrant and the person to whom paid shall be noted.

PERSONAL LEDGER ACCOUNTS.

In the ledgers for personal accounts all advances of moneys made upon requisitions and warrants to officers and agents authorized to disburse the same shall be charged to such officers, respectively, under the appropriate funds or heads of account, at the time of issuing the warrants for such advances of money, the numbers and dates of the respective warrants being noted in making such debit entries; and for the disbursements made by such officers or agents, which may be allowed by the auditor or by the assistant auditors, in the settlement of the monthly accounts of such disbursements, proper credits shall be entered to the respective personal accounts from the certificates of the settlements made by the auditor and assistant auditors, the number and dates of the respective certificates being noted in making the credit entries.

And in like manner the certificates of settlement of individual accounts of all kinds made by the auditor and by the assistant auditors shall be entered in the ledgers of personal accounts to the proper individual account, under the appropriate fund or head, the number and date of the auditor's certificate being noted; and all warrants issued upon certificates of settlement of accounts made by the auditor shall be charged to the proper individual account, under the appropriate head, in the ledgers of personal accounts, the number and date of the warrant being noted.

In making the settlement of each account, and before certifying the same, the auditor and assistant auditors shall require a statement or certificate from the division of bookkeeping in his office, setting forth the last certified balance on the particular account, and the debits or credits since entered thereon, in the personal ledgers, which statement or certificate shall be used as the basis of the auditor's settlement of the account before him.

DISBURSING ACCOUNTS.

Accounts of disbursement shall be rendered monthly and transmitted to the auditor within twenty days after the expiration of the month to which they pertain, by the officers and agents authorized to make disbursements, in which such officers or agents shall charge themselves with all moneys advanced to them, respectively, by the treasurer, and take credit for the disbursements made by them, supported by proper vouchers. An abstract of the disbursements, *accompanied by the vouchers therefor*, consecutively numbered, shall be transmitted with each account. Accounts for disbursements shall be rendered separately under each appropriate fund or head of account from which the moneys are advanced and paid.

REVENUE ACCOUNTS.

The officers or agents authorized to receive and collect moneys arising from the revenues of the islands, of whatsoever kind, shall be required to pay the full amounts received and collected by them, respectively, to the treasurer of the islands, and to render to the auditor monthly accounts therefor within twenty days after the expiration of the month to which they pertain, accompanied with properly itemized and certified statements and returns of the revenues collected, showing when, by whom, and on what account paid.

In the rendition of such revenue accounts the officers or agents will charge themselves with all revenues received and collected during the period covered by the account and take credit for the amounts paid to the treasurer, as evidenced by his receipts countersigned by the auditor, which shall be filed with the respective accounts as the proper vouchers for the credits claimed, the number and date of such receipts being noted in the entries of amounts paid to the treasurer.

In the audit of such revenue accounts the auditor shall compare and check the treasurer's receipts filed therewith with the corresponding receipts retained by the auditor and filed in his office.

All revenue accounts shall be rendered and kept separately under the appropriate funds or heads of account to which they respectively pertain; that is, all revenues arising in the department of customs shall be entered and accounted for under the head of customs receipts; those arising in the department of post-offices under the head of postal receipts; all revenues derived from internal taxes and duties, as distinct from customs receipts and postal receipts, shall be entered and accounted for under the head of internal-revenue receipts; and all revenues from other sources under the head of miscellaneous receipts.



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REQUISITIONS.

Requisitions for advances from funds in the hands of the treasurer for paying necessary and proper expenses chargeable to the revenues of the islands shall be made by the respective officers or agents authorized to disburse the same, in such form as shall be needed to defray the necessary expenses for one month, and shall be accompanied with itemized estimates of the amounts required.

Each requisition shall state upon its face the particular fund or head of account under which the money is to be disbursed and shall be forwarded to the auditor, who shall cause to be indorsed thereon the balance due to or from the officer or agent making the requisition, as shown by the books of the auditor's office, and the amount of credits shown by any unsettled accounts of such officer or agent remaining in the auditor's office. Thereupon such requisition, with the estimates, shall be transmitted to the governor-general for his approval, and when his approval shall be indorsed thereon the requisition shall be returned to the auditor for allowance, and when allowed by him and so indorsed upon the requisition, over his official signature, the proper warrant shall be issued for the amount allowed, to which the requisition shall be attached.

In the matter of the allowance of requisitions and the issuing of warrants for the advances of money therein requested, the approval of the governor-general shall be final and conclusive upon the auditor. If at the time of the reference of a requisition to the governor-general for his approval, or at any time before the warrant thereon shall have been issued, any facts shall come to the knowledge of the auditor which, in his judgment, afford sufficient grounds for refusing the advance of money asked for, he shall forthwith communicate the same in writing to the governor-general, whose decision shall be final.

OFFICIAL TITLE OF THE AUDITOR AND ASSISTANT AUDITOR.—AUDITOR'S SEAL.

The official title of the auditor, to be affixed to his official signature, shall be, "auditor for the island of Cuba," and the official title of the assistant auditors shall be, "assistant auditor for the island of Cuba."

The auditor shall have and keep an official seal, upon which shall be engraved the following design: "Office, Auditor, Island of Cuba.—Official Seal."

The auditor shall affix his official seal to each warrant issued by him before the same shall be countersigned by the governor-general, and to all copies or transcripts of papers in his office which he may be required to certify officially.

RETURNS TO BE MADE BY THE AUDITOR.

The auditor shall transmit to the governor-general a copy, duly certified, of each certificate on the settlement of accounts made by himself and by the assistant auditors.

The auditor and assistant auditors shall, at the time of settlement, send an official notification in writing to each person whose accounts have been settled in the auditor's office, stating the balances found due thereon and certified, and the differences arising on such settlement by reason of disallowances or suspension made by the auditor, or from other causes, which statements of differences shall be properly itemized.

*The auditor shall forward to the Secretary of War*, not later than ten days after the expiration of each month, a full and complete report of all moneys received by the treasurer during the preceding month, as shown by the entries made from the treasurer's receipts retained in the auditor's office, a statement of all advances of moneys made on warrants during the preceding month, *and an itemized statement of all disbursements and expenditures audited during the preceding month.*

PROVISION FOR AN ACTING AUDITOR.

In case of the death, resignation, absence, or sickness of the auditor the governor-general shall, by writing under his hand, designate one of the assistant auditors to act as auditor and perform the duties of such officer until a successor is appointed or such absence or sickness shall cease.

TREASURER OF THE ISLANDS.

The treasurer of the islands, appointed under Executive order of May 8, 1899, shall receive and safely keep all moneys arising from the revenues of the islands, from whatever source derived, and shall keep a properly detailed account thereof in permanent books of record, in which such revenues and all receipts shall be entered

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under appropriate heads, with the names of the agents, officers, and persons from whom received and the dates of receipt.

All moneys received on account of the department of customs shall be credited to the account of customs receipts; all moneys received from the department of post-offices shall be credited to the account of postal receipts; all moneys received from internal taxes and duties, as distinct from customs receipts and postal receipts, shall be credited to the account of internal-revenue receipts; and all moneys received from other sources shall be credited to the account of miscellaneous receipts.

The accounts of the treasurer shall be kept in the money of the United States, and all payments made to him in any foreign coin or currency shall be reduced to money of the United States at the true and proper valuation.

The treasurer shall issue receipts in duplicate for all moneys received by him, which shall be numbered consecutively, and shall state when, from whom, and on what account received, and the amounts in money of the United States; and also, when paid in any foreign coin or currency, the amounts and kind of foreign money in which payments were made shall be stated upon the receipts and the rates at which the same are reduced to money of the United States.

All receipts, original and duplicate, issued by the treasurer, shall be countersigned by the auditor of the islands, without which they shall be invalid, and for this purpose the treasurer shall, immediately upon issuing each receipt in duplicate, transmit both receipts to the auditor.

All moneys derived from revenues of the islands and receipts from all sources shall be paid to the treasurer in full without any deduction.

Needful advances from the moneys in the hands of the treasurer shall be made monthly to the proper officers authorized to disburse the same, for the purpose of paying the necessary and proper expenses of collecting the revenues, auditing the accounts, and such other legitimate expenses connected with the military government of the islands as are not specifically appropriated for by the Congress of the United States.

Such advances of moneys in the hands of the treasurer shall be made upon warrants based upon requisitions with proper estimates, showing under what particular fund or head of account the money is to be expended. Upon the approval of such requisitions by the governor-general and the allowance of the same by the auditor, the proper warrants thereon shall be issued by the auditor and countersigned by the governor-general.

No payment shall be made by the treasurer except upon warrants issued by the auditor and countersigned by the governor-general, and such warrants, when paid and accompanied with the proper evidence of payment, shall be the vouchers upon which the treasurer shall receive credit in the settlement of his accounts.

All warrants drawn upon the treasurer shall be debited on the books of his office to the proper fund or head of account from which the same is made payable, after such warrants shall have been countersigned by the governor-general.

In the payment of warrants the treasurer shall remit the amount by draft or check, payable to the order of the person in whose favor the warrant is drawn, retaining the warrant in his office, and noting upon such draft or check the number and date of the warrant which it represents and the fund from which payable; and when such draft or check shall have been paid, properly indorsed and attached to the warrant, it shall constitute the proper evidence of payment.

The treasurer shall render monthly accounts of the receipts and expenditures of his office, and submit the same to the auditor for examination and settlement not later than ten days after the expiration of each month. In rendering such accounts the treasurer shall charge himself with all moneys received during the period covered by the account, under the appropriate funds or heads of account, and furnish therewith abstracts showing in detail the amounts received under each head, from whom received, and giving the numbers and dates of the receipts issued therefor.

And he shall credit himself with all moneys paid, under the appropriate funds or heads of accounts, and file with his account abstracts showing in detail the amounts paid under each head, to whom paid, and giving the numbers and dates of the warrants issued in payment, which warrants shall be filed with his account.

The treasurer shall forward to the Secretary of War, not later than ten days after the expiration of each month, a full and complete report, duly certified, of all moneys received by him, together with an itemized statement of all disbursements; and shall also transmit a duly certified copy of the same to the governor-general.

OFFICIAL TITLE OF THE TREASURER, AND OFFICIAL BOND.

The official title of the treasurer, to be affixed to his official signature, shall be "treasurer of the island of Cuba."

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He shall give bond with sufficient sureties, to be approved by the Secretary of War, for the faithful performance of the duties of his office, in such amount as shall from time to time be fixed by the Secretary of War.

POWERS AND DUTIES OF THE GOVERNOR-GENERAL IN THE ACCOUNTING SYSTEM OF THE ISLANDS.

EXAMINATION OF ACCOUNTS.

The governor-general shall make quarterly, and oftener if deemed expedient, an examination of the books and accounts of the auditor and treasurer, and a comparison of the results shown by the same, and also an examination and count of the moneys in the hands of the treasurer, and submit his report thereon to the Secretary of War.

APPROVAL OF REQUISITIONS.

All requisitions for advances of money from funds in the hands of the treasurer, to officers or agents authorized to disburse the same, shall be approved by the governor-general, when submitted in proper form, and the advances of money asked for appear reasonable and necessary.

Such requisitions shall be made monthly by the proper officers or agents and be accompanied with itemized estimates of the funds required for defraying necessary expenses for one month, specifying the character of the expenditures and the funds or heads of account from which payable.

Such requisitions shall be forwarded by the officer or agent making the same to the auditor, who shall indorse thereon the condition of the account of the officer or agent asking for the advance of money, as disclosed by the books of his office, and also the amount of credits shown by any unsettled account of such officer or agent remaining in the auditor's office. The requisition shall then be submitted to the governor-general for approval.

Should the governor-general find in any case that good and valid objections exist to making the advance of money asked for, he may decline to approve the requisition and return it to the auditor with a written statement of his objections.

The auditor shall thereupon at once advise the officer or agent making the requisition of the objections thereto, and specify what is required to remove such objections in order that his requisition may be honored.

Should the governor-general regard the amount of any requisition as excessive or any item thereof as improper, he may approve the requisition in such sum as shall appear to him to be reasonable and just.

COUNTERSIGNING OF WARRANTS.

The governor-general shall countersign all warrants issued in due form by the auditor, upon proper authority, for the payment of moneys from the funds in the hands of the treasurer.

ACCOUNTABLE WARRANTS.

The proper authority for the issue of an accountable warrant, for the advance of moneys to authorized disbursing officers or agents, for the purpose of defraying necessary and legitimate expenses, shall be the requisition of such officer, accompanied with itemized estimates of the funds needed, which requisition must, prior to the issuing of the warrant, be approved by the governor-general and allowed by the auditor, and shall be attached to the warrant when presented to the governor-general.

SETTLEMENT WARRANTS.

The proper authority for the issue of a settlement warrant, in payment of a balance found due by the auditor upon an account settled and certified by him, shall be a duly certified copy of the auditor's certificate on such settlement, which shall be attached to the warrant when presented to the governor-general.

Should the governor-general require further information before countersigning any settlement warrant, he may make written request for the same of the auditor, who shall without delay furnish the governor-general a written statement of the case, with the reasons and authority for the allowance of the account and the payment of the certified balance.

Should the governor-general be dissatisfied with the auditor's explanations, and have good and sufficient grounds for holding that the action of the auditor is unwarranted and open to grave objections, he may in such case decline to countersign the settlement warrant, and shall forthwith report the case to the Secretary of War for instructions, submitting the reasons for his action, together with the papers in the case.

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TRANSFER WARRANTS.

The proper authority for the issue of a transfer warrant for the transfer of an amount from one fund or head of account to another upon the books of the treasurer and auditor shall be the approval and request of the governor-general, made upon proper showing to him, and indorsed upon the papers, which shall be attached to the warrant when presented to the governor-general.

The showing to the governor-general necessary to his approval and request for transfer of funds on the treasurer's books shall be a certificate from the treasurer showing the condition of the funds on his books, and an official statement from the auditor setting forth the reasons and necessity for such transfer, and the contemplated expenditures or payments which require it.

DESIGNATION OF AN ACTING AUDITOR.

In case of the death, resignation, absence, or sickness of the auditor of the islands the governor-general shall, by writing under his hand, designate one of the assistant auditors to act and perform the duties of the auditor until a successor is appointed or such absence or sickness shall cease.

APPEALS FROM THE ACTION OF THE AUDITOR.

Any person aggrieved by the action or decision of the auditor in the settlement of his account or claim by that officer may within one year take an appeal in writing to the governor-general, which shall specifically set forth the particular action of the auditor to which exception is taken, with the reasons and authorities relied on for reversing such action.

If the governor-general shall confirm the action of the auditor he shall so indorse the appeal and transmit it to the auditor, and the action of the auditor shall thereupon be final and conclusive.

Should the governor-general fail to sustain the action of the auditor, he shall forthwith report his grounds of disapproval to the Secretary of War, together with the appeal and the papers necessary to a proper understanding of the matter. The instructions of the Secretary of War in such case shall be final and conclusive.

TITLE TO BE OBSERVED IN THE RENDITION AND CERTIFICATION OF ACCOUNTS.

All accounts of the treasurer of the islands, and of the various officers and agents authorized to collect the revenues, receive moneys, and make disbursements, and all other accounts subject to examination and settlement by the auditor and assistant auditors, shall be with "The military government of the island of Cuba and all islands in the West Indies west of the seventy-fourth degree, west longitude, evacuated by Spain," and all balances certified by the auditor and assistant auditors shall be certified as due to or from said military government, as the case may be.

Under the provisions of the foregoing order Reeves was assigned to duty in charge of the department of posts accounts on July 1, 1899, and continued in that capacity until early in the year 1900. For two or three months prior to May 19, 1900, he was acting chief auditor for the island of Cuba, and while acting in such capacity the various assistant auditors were subordinate to and subject to his orders, during which time Mr. A. C. Reynolds, of Washington, D. C., acted as assistant auditor for the department of posts. Beginning January 1, 1899, and up to July 1, 1899, the department of posts, through its officers, collected and disbursed the revenues of the department; subsequent to July 1, 1899, the department of posts, through its officers, collected the revenues arising from the postal service and deposited it in the North American Trust Company to the credit of the island treasurer for a time, until the system was changed; then it was deposited with the treasurer.

Beginning July 1, 1899, the department of posts made monthly requisitions on the auditor and military governor for funds to sustain the postal service, which requisitions were made under fifty-five different classified heads on specially prepared blanks, which blanks were prescribed by the War Department. In addition to this, at the end of each

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month the assistant auditor for the department of posts rendered an itemized account of each item of expenditure, giving the name of the person to whom paid, the amount, date, and for what paid.

A copy of this monthly report was furnished to the director-general of posts, two copies to the chief auditor for the island, one of which was sent to the War Department in Washington, D. C. Thus *the military authorities were advised* of our probable expenditures each month before the funds were used, and immediately after the money was expended each month *they were advised in detail as to expenditures, receipts, and balances on hand.*

For the purpose of reference in the future, I will say that I was absent from the island on the following dates, during which time my chief clerk, P. H. Bristow, acted as director-general:

From March 13, 1899, to March 18, 1899, inclusive, I went to Tampa, Fla., to meet the Postmaster-General; from April 6 to 19, 1899, inclusive, I made an official trip around the island; from April 23 to May 24, 1899, inclusive, I was in the United States and en route to and from; from April 6 to May 24 Bristow acted as director-general; from July 16 to 20, inclusive, I made an official trip to the Isle of Pines; from October 21 to November 29, 1899, inclusive, I was in the United States and en route to and from; from March 23 to April 6, 1900, I was in Miami, Fla.

Besides this, there were one or two other short periods of time that Bristow acted as director-general.

Early in the year 1900 I urged the Postmaster-General to send to Cuba some competent person skilled in postal accounting and audits to investigate our system of auditing and accounting, giving my reasons therefor, which reasons appear in several letters to the Postmaster-General, and suggested that Mr. A. L. Lawshe be sent; that as he inaugurated the system he could more easily and readily get at the facts.

My suggestions were not acted upon by the Postmaster-General. This request came from the fact that the then chief auditor of the island, who had no experience in postal audits, contemplated doing that which would have disrupted our auditing system, which system I contended was practically the same as that in vogue in the United States. My correspondence with the Postmaster-General, the military governor, and the Secretary of War will fully develop my grounds for the contention.

The matter of securing an official residence for the use of the director-general of posts was the subject of personal and official communications and personal conferences between the Postmaster-General, Charles Emory Smith, and myself, as such communications will show.

The President ordered that an official residence be provided for the director-general of posts of Cuba, which resulted in the following cable being sent by the War Department to General Brooks, military governor in Habana.

WASHINGTON, *July 10, 1899.*

BROOKE, *Habana:*

You will provide a public building suitable for the use of the director-general of posts and place it, after having been put in proper order, at his disposal. For this purpose, if no public building is available, the director-general of posts shall be authorized to rent a suitable private building, and its rent shall be made a charge against the postal service.

CORBIN.

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An official copy of this cable was furnished to me by General Brooke with the statement "that there is no public building suitable for a residence available for assignment to you."

Under this specific authority I leased the residence No. 547 Calzada del Cerro as the official residence of the director-general, and advised the Postmaster-General of it, who answered congratulating me upon securing it. This house was furnished in part, and I completed the furnishing in a scant way, and caused it to be paid for from public funds, filing the itemized bills in the auditor's office as vouchers.

The correspondence between the Postmaster-General and myself shows this was done with the knowledge and consent of the Postmaster-General, and also it was a matter of public notoriety in Habana. There was no concealment.

To the best of my present recollection and belief, the first rumor of irregularity in the department of posts was started by an employee of the assistant auditor's office for the department of posts, named Rigoberto Ramirez, a Cuban, who, late in the year 1899 or early in 1900, as nearly as I can now recall the date, was suspected by the special agents of the department of posts of having forged the name of the payee on postal warrant No. 3637, which warrant was drawn on the North American Trust Company of Habana and dated July 15, 1899, payable to Antonio Martinez, for the sum of $24.73. Ramirez admitted to having drawn the warrant, as a clerk in the auditor's office, which involved the writing of the name of the payee, "Antonio Martinez," on the face of the warrant. The special agents insisted in their official report that a comparison of the writing showed that the person who wrote the face of the warrant wrote the name of the payee on the back, which served as an indorsement in getting the warrant cashed. The special agent accused Ramirez of the forgery, but he denied it. Antonio Martinez declared that the words "Antonio Martinez" were not written by him on the back of the warrant, but that it was a forgery.

A Cuban special agent, Mr. Charles Hernandez, now assistant director-general of posts of Cuba, who worked on the case, reported to me in writing that a friend of Ramirez approached him and advised him, Hernandez, in substance, to "let up" on Ramirez, and suggested or intimated that bodily harm might come to him if he did not cease his operations against Ramirez.

The various special agents' reports in the case made an ugly showing against Ramirez, more than I have related. I advised W. H. Reeves, who was Ramirez's superior officer, of all the facts as developed by the special agents and suggested that he displace Ramirez, but, instead of doing so, he defended him.

I had postal warrant No. 3637 photographed, both the face and back, by Suarez, a photographer on O'Reilly street, Habana. One set of photos I had put in the papers of the case, one set I sent to the Postmaster-General at Washington, and one was put in my private safe, where it was when I left the service. The original warrant No. 3637, photos of it, and all the papers in the special agents' case, are in the hands of the War or Post-Office Department.

Soon after the exposé in the matter of the forgery of warrant No. 3637 Ramirez, as a clerk in the assistant auditor's office for the department of posts, came across some bills for house furnishings for the official residence of the director-general of posts and perhaps other bills of a similar character, such as a carriage, coachman, etc., which

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he judged to be irregular and improper charges to be paid out of Government funds. Whereupon he collected some data concerning them and took them to Gen. Maximo Gomez and requested him to advise General Wood that great wrongdoing was being carried on in the department of posts, which later General Gomez did. (See his testimony in the case.) Ramirez held frequent conferences with General Wood at the palace after night, carrying to him such data as he could collect. What Ramirez was doing in this matter came to my knowledge a little later, whereupon I wrote the Postmaster-General very fully about it, as my letters will show, to which I invite the committee's attention. I also invite attention to the testimony in the postal case, particularly that of General Gomez and Ramirez.

I also invite the committee's attention to the fact that the oral testimony of the witnesses in the postal case was taken by shorthand writers in both English and Spanish, copies of which are in the War Department, or Post-Office Department, or both. *I ask the committee to secure both an English and Spanish copy for the use of the committee in this inquiry.*

This is what started the great hue and cry about "Rathbone's extravagances" in the department of posts, and the John Wanamaker bill was paraded as an evidence of it, and caused the report to be sent broadcast over the United States, and printed in many leading journals, that Rathbone had bought and charged against the postal revenues an overcoat for himself, 50 pairs of hose, and a quantity of dress goods for his wife, etc., which later turned out to be a "dummy," coat for use of the coachman, 50 feet of garden hose, and some goods called "dimity," which was used for curtains about the lower part of the beds in the official residence of the director-general of posts.

About May 1, 1900 (my letters and cables to the Post-Office Department will show the dates), I again asked the Postmaster-General to send a man skilled in postal audits to Cuba. Also I asked him to send some skilled post-office inspectors, all of which the correspondence will show. It is important to fix the dates of these various letters and cables as showing the part taken in the matter by me, and I think will show evidences of good faith on my part. I ask the committee to cause these letters and cables, or copies of them, to be brought before it and make them a part of this record.

On May 19 J. L. Bristow, Fourth Assistant Postmaster-General, arrived in Habana with a corps of ten or a dozen post-office inspectors. He was accompanied by Mr. A. L. Lawshe, Deputy Sixth Auditor of the Treasury, who, I believe, had a corps of assistants or clerks with him. It is impossible for me at this time to produce copies of official, semiofficial, and personal correspondence bearing on this matter, for the reason that on May 19, 1900, by a written official order of the military governor, I was, without warning, excluded from the department of post-offices, including my own. All of my correspondence, private and personal, as well as official, was left in the department and access to it was denied me. I can produce the original order if the committee desires it.

I invite the committee's close attention to my letters and cables to and from the Post-Office Department from about April 15 to and including May 19, 1900.

It will show that I kept the Post-Office Department thoroughly advised as to all of the acts and doings in the investigation then being

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made, and when it became apparent to me that there had been wrongdoing in the department of posts I so advised the Post-Office Department by cable.

On the question of my authority as director-general of posts I invite the committee's attention to the Executive order of July 21, 1898, as follows:

**Exhibit No. 8.**

*Order of the President, dated July 21, 1898, authorizing the extension of the military postal service over territory in possession of the United States Army.*

In view of the occupation of Santiago de Cuba by the forces of the United States, it is ordered that postal communication between the United States and that port, which has been suspended since the opening of hostilities with Spain, may be resumed, subject to such military regulations as may be deemed necessary.

As other portions of the enemy's territory may come into the possession of the land and naval forces of the United States postal communication may be opened under the same conditions.

The domestic postal service within the territory thus occupied may be continued on the same principles already indicated for the continuance of the local municipal and judicial administration, and it may be extended as the local requirements may justify, under the supervision of the military commander.

The revenues derived from such service are to be applied to the expenses of conducting it, and United States postage stamps are therefore to be used.

The Postmaster-General is charged with the execution of this order in cooperation with the military commander, to whom the Secretary of War will issue the necessary directions.

WILLIAM MCKINLEY.

WASHINGTON, D. C., *July 21, 1898.*

I also invite attention to the Postmaster-General's order, No. 534, appointing me as director-general of posts of Cuba, basing his order on the President's order of July 21, 1898 [Exhibit No. 8.] as follows:

**Exhibit No. 9.**

*Order No. 534.*

In accordance with the order of the President, dated July 21st, 1898, authorizing the extension of the postal service over territory coming into military possession of the United States, the island of Cuba having come into such possession, it is ordered that E. G. Rathbone, of the State of Ohio, be, and he is hereby, appointed director of posts of Cuba at a salary of $4,000.00 per annum. He will have general supervision and control of the postal service in the island, cooperating with the military commander, *and to be subject to such rules and regulations as may from time to time be promulgated by the Post-Office Department.*

CH. EMORY SMITH,
*Postmaster-General.*

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I also invite attention to paragraph 1, section 1, of the Postal Code of Cuba, as follows:

**Exhibit No. 10.**

Paragraph 1 of section 1 of the Postal Code reads as follows:

The director-general of posts of the island of Cuba, appointed by the Postmaster-General of the United States, *and subject to his authority, shall have control and management of the department of the posts.*

It was under the authority of the Executive order of July 21, 1898, Postmaster-General's order No. 534, and the Postal Code of Cuba, which was promulgated July 21, 1899, by military order No. 115,

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above referred to, that I acted. *There was no other authority to which I was subject.*

I contend that I was subject only to the authority of the Postmaster-General of the United States.

I wish to say in reference to personal, private, and confidential communications between myself and the Postmaster-General being brought into this controversy and made a part of the public documents, that J. L. Bristow in his report of irregularities in the Cuban postal service so used such private and confidential communications in violation of the usual rules of official propriety, to which I must necessarily refer, as they have thus been put in issue, and they have already become a part of public documents. I have no objections to any and all of my communications being brought before this committee.

I endeavored to recover possession of my private and personal papers, some of which, in fact the more important ones to me, I have not yet gotten possession of. *They were important in my defense.* I wrote Mr. Bristow the following letters requesting and demanding possession of my personal papers:

**Exhibit No. 11.**

OFFICE OF THE DIRECTOR-GENERAL,
*Habana, June 7, 1900.*

Hon. J. L. BRISTOW,
*Acting Director-General of Posts, Habana, Cuba.*

SIR: When I left the Department on May 19 ultimo I left there a large number of personal and unofficial letters, together with many press copies of such letters. There are also a quantity of private and personal papers and documents, books, etc., which I would like to have possession of, as they belong to me personally, and I desire to use them. I request that you deliver them to me at once. You have had twenty days in which to examine them if you chose.

Very truly, yours,

E. G. RATHBONE.

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**Exhibit No. 12.**

OFFICE OF THE DIRECTOR-GENERAL,
*Havana, June 7, 1900.*

Hon. J. L. BRISTOW,
*Acting Director-General of Posts, Havana, Cuba.*

SIR: I hand you herewith a communication addressed to you this date, which is self-explanatory, requesting that certain private and personal papers, documents, books, etc., be turned over to me. There are very many personal and unofficial letters received by me from the Hon. Ch. Emory Smith, which I desire either in the original or by certified copy. I also desire the press or other copies of all personal communications from myself to the Hon. Ch. Emory Smith, the Postmaster-General, or to any other person. I also desire all books and other documents which are my personal property. I also desire that you deliver to me the originals of all letters addressed to me by any person whatsoever which are not official, together with certain documents and books pertaining to the Hamilton and Rossville Hydraulic Company.

This is in accordance with our conversation just had.

Very respectfully,

E. G. RATHBONE.

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**Exhibit No. 13.**

HAVANA, CUBA, *June 7, 1900.*

Hon. J. L. BRISTOW,
*Acting Director-General of Posts, Havana, Cuba.*

SIR: Referring to my previous communications of this date, I have the honor to inform you that after reconsideration of the matter involved I must request of you

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the immediate delivery to me of all originals of personal and unofficial letters addressed to me and now in your custody, together with all press or other copies of personal communications addressed by me to any person.

I also request immediate delivery of all books and other documents now in your possession which are my personal property.

Very respectfully,

E. G. RATHBONE.

In the latter part of June, 1900, on the eve of his departure for the United States, I spoke to Bristow about the return of my private papers in question, and he said to me that he was going to Washington and would lay the matter before the Postmaster-General and advise me. I never heard from him.

A short time after Bristow's departure I called on Post-Office Inspector M. C. Fosnes, then acting director-general, about them, and he said in substance that the Washington authorities had come to no decision about the matter. I made several similar inquiries of Mr. Fosnes at different times thereafter and always got, in effect, the same reply. About December, 1900, I appealed to Mr. Harrison, then acting director-general, and he advised me that they were sealed and in the vault, and that he did not have access to them.

J. L. Bristow made an official report to the Postmaster-General, dated July 19, 1900, a copy of which I was unable to secure until about the middle of the following November. This report was so full of glaring errors, misstatements, and contradictions that I felt I could not let them pass unchallenged, so I hurriedly prepared a criticism of the report without stopping to point out all the inaccuracies.

I leave it to the committee to determine whether or not the Bristow report should become a part of my statement. I refrain from asking that it be injected into the record of this case, because of its great length. I will, however, venture the suggestion that the story is incomplete without it. I addressed a communication to Hon. O. H. Platt, chairman of the Senate Committee on Relations with Cuba, as follows:

**Exhibit No. 14.**

*Reply to the report of Joseph L. Bristow, Fourth Assistant Postmaster-General, to the Senate committee investigating the Cuban postal affairs.*

HAVANA, CUBA, *November 20, 1900.*

In the matter of what has come to be known as the "Bristow Report" and the investigation of the postal service of Cuba made by Joseph L. Bristow, Fourth Assistant Postmaster-General, under date of July 19, 1900, I have this to say, and shall present facts and documentary evidence in support of my assertions. These facts were in existence and at the command of General Bristow when he made his investigation, who seemed to not want to find them, or if he did find them he suppressed them.

As to the efficiency of the service during my administration as compared with that from May 20th, 1900, to date, I shall leave the public to judge and abide by its decision.

In his attempt to make it appear that I knew at the time that there was irregularity in the matter of the destruction of surcharged postage stamps by the commission appointed for that purpose, he says on page 10 of his report:

"That Director-General Rathbone was apprehensive as to the regularity of this destruction or the reliability of the count is to my mind plainly indicated in the last paragraph of his letter notifying the Postmaster-General of the destruction, wherein he clearly conveys the idea that the chief clerk of the department of posts witnessed the destruction. Why he should have thought it necessary to add this paragraph to his letter can not be accounted for in any other way."

In my letter of September 13th, 1899 (see p. 13), reporting the destruction of the stamps, I stated as follows:

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" * * * I might add that Mr. P. H. Bristow, the chief clerk, witnessed the destruction of the stamps in connection with the commission."

P. H. Bristow corroborates me in the statement that he witnessed the destruction of stamps for twenty to thirty minutes. See his statement, page 155, as follows:

"I do not think I was in the boiler room to exceed twenty or thirty minutes, during which time the fireman was burning the stamps as rapidly as his fire would consume them."

By what process of reasoning J. L. Bristow reached such a conclusion is hard to understand. The conclusion is farfetched and strained, evidently for the purpose of reflecting as much discredit as possible upon myself as director-general of posts. This remark will apply to very many other instances which I shall proceed to point out.

On page 14 of his report, referring to the matter of purchasing post-office furniture from the Keyless Lock Box Company, of Indiana, he says: "*There was no contract as to prices.*"

This statement is contradicted by his own report, as shown by my letter of July 13th, 1899, to the Keyless Lock Box Company, appearing on pages 182–183 of his report, the last paragraph of which reads as follows:

"Each cabinet to be cased separately and delivered to the post-office at Indianapolis, Indiana, *at the prices quoted* and on file in the office of the bureau of finance, department of posts, Habana, Cuba."

This shows conclusively that *prices were agreed upon.* He states further, on page 14, as follows:

"Neely seems to have been absolute in the matter of purchases not only of office furniture, but safes, typewriters, and other supplies of that character."

General Bristow makes this statement in the face of the knowledge on his part that the safes purchased for the different post-offices on the island were procured from the Mosler Safe and Lock Company, of New York, under a contract then existing between the safe company and the Post-Office Department of the United States, and at the same prices paid by the United States.

On page 21 of his report he gives a copy of a letter from the Postmaster-General, directed to myself as director-general of posts, under date of May 12th, 1900, as follows:

OFFICE OF THE POSTMASTER-GENERAL,
*Washington, D. C., May 12, 1900.*

SIR: I have to-day for the first time seen certain of your bills as director-general of posts, which were brought here by Colonel Burton. Some of these bills are not only without authority or justification, but are scandalous and never should have been passed or paid. The Auditor, who was responsible to a different Department, was inexcusable in allowing them, and your action in presenting them for allowance is grossly reprehensible. Without waiting for a review and reconsideration of these bills by a rightful audit, you should at once reimburse to the island treasury the sums thus improperly paid.

Independent of the accounts referred to, your disobedience of the President's order, communicated to you with explicit instructions, directing that requisitions made upon the governor-general for any deficiency in the postal revenue must have the approval of the Postmaster-General, admits of no palliation.

This letter will be handed to you by Capt. William B. Smith, inspector in charge of the Washington division, who, as you are informed by another communication of this date, proceeds to Cuba under orders to make a thorough investigation.

Respectfully, yours,

CH. EMORY SMITH, *Postmaster-General.*

HON. E. G. RATHBONE,
*Director-General of Posts, Habana, Cuba.*

It is evident that he intended to make the most out of this letter, so as to make me appear in as bad a light as possible, from the fact that he suppressed my answer to the Postmaster-General, by cable, dated May 17th, 1900, which is as follows:

HAVANA, CUBA, *May 17, 1900.*

POSTGEN, *Washington:*

Responding to your letter 12th instant, military governor did not, in July last, nor does he now, consider monthly requisitions for expenses for postal service as a deficit. He holds that order to military governor of July 26th, 1899, is in conflict with the President's order of May 8th, promulgated by War Department, May 11th, 1899, which military governor holds is the regulation which controls him in financial matters. Attention is invited to Secretary of War's order of May 11th, 1899, (pages 7, 9, 10, 11, and 13.) See General Wood's cables to Secretary War of 15th and 16th instant.

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*I ask most thorough investigation of bills named in yours of 19th.* Have written. Postmaster Thompson and Stamp Clerks Moya and Mascaro arrested last night.

E. G. RATHBONE, *Director-General.*

General Bristow knew of this answer. I, myself, showed it to him, and we discussed it. His reason for suppressing it is obvious.

I desire to call attention to the fact that when General Bristow arrived in Havana, on May 19th, he gave me most positive assurances that I should have full and ample opportunity to be heard on all phases of the investigation of the Cuban postal service.

On May 19th, 1900, by order of the military governor, I was without warning excluded from the department offices, including my own. All of my correspondence, private and personal, as well as official, was left in the department and access to it was denied to me. No opportunity was given to me to defend myself or the service which I had created, until the second day before Bristow's departure. The scanty time then available was devoted by Bristow almost exclusively in the effort to find some incriminating evidence against General Perry S. Heath, First Assistant Postmaster-General, or myself, as the interview shows. No opportunity was given me to explain what appeared against me or to make any showing of the time and labor devoted by me and by my subordinates in the building up of a postal service from its very foundation, nor of the obstacles that were met and overcome by us as best we could under the then existing conditions, but he suppressed documents, letters, etc., which I made a part of my statement.

On page 23 of his report General Bristow, referring to me, says:

"* * * was not at all sincere; that he did know and remember that he was at Hamilton on the dates mentioned attending to private business, and that he did know that he had no official business whatever at Cincinnati or Hamilton, and that he knew and was aware at the time that the charging of these personal expenses to the Cuban postal revenues was unauthorized and fraudulent."

In this connection I desire to say, as stated hereinbefore, that all of my private, personal, unofficial, and official papers were kept from me, in the face of my repeated requests, both verbally and in writing, to have them turned over to me, or that I should have access to them. General Bristow and his subordinates repeatedly told me that my request would be granted, but their promise was not kept and has not been kept up to this date. In the absence of all data it was impossible for me to make specific statements. It is sufficient at this time to say that I did transact official business in Cincinnati for the department of posts on the occasion of my visit there in May, 1899, and that the records of the department of posts of Cuba will support this statement.

On page 27 the report speaks of certain expense bills of Mr. Neely, which have come to be known in the department as the "Neely miscellaneous bills." The statement there made involves another case of suppression, amounting to perversion of material facts. General Bristow knew, for I told him myself—and the office of the assistant auditor of the department of posts shows that there are *thirteen* of the "Neely bills," *eight* of which were approved by myself as director-general, and *five* of which were approved by Mr. P. H. Bristow, chief clerk of the department, as acting director-general during my absence, when the duty devolved upon him of approving bills of this kind.

I do not mention this for the purpose of reflecting discredit upon Mr. P. H. Bristow. I am simply stating a material fact which appears of record and was within the knowledge of General Bristow at the time when his report was made.

He knew another thing in connection with these bills, which I myself pointed out to him, and that is that the system of miscellaneous expenses paid by Mr. Neely and the rendering of monthly accounts therefor, *was inaugurated by P. H. Bristow during my absence* in April and May, on my official trips around the island and to the United States, as is evident from the date of the first bills.

On page 28 of his report, General Bristow says:

"Therefore for him (meaning Rathbone) to approve such accounts and thereby become responsible himself for their payment, renders him equally guilty with Neely."

From this I can only infer that Bristow intended deliberately to mislead by a plain perversion and suppression of facts within his own knowledge. Fairness and justice, not to me alone and personally, but to the Government of the United States and all concerned, required him to include in his statement all the material facts bearing on the matter. This he deliberately failed to do.

Another and one of the most aggravated cases of willful perversion of facts found in his report appears at the bottom of page 28, where he says:

"Warrant No. 7067, amounting to $12,000, *was drawn by the director-general of posts* to correct an error in deposit in July, 1899; the same was cashed by Neely on

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November 7, 1899, and deposited December 15, 1899. There is no specific evidence of crookedness in this transaction. It seems to have been a mysterious irregularity. The cause of the delay in both the cashing and the depositing has not been explained by anyone."

The facts in this case are somewhat startling when viewed in the light of this statement of Bristow. The warrant No. 7087 for $12,000, which he says "*was drawn by the director-general of posts*" on November 7th, 1899, *was signed by P. H. Bristow, acting director-general of posts, during my absence in the United States*, as appears from the face of the warrant itself. I knew nothing of this transaction until May or June of this year. That P. H. Bristow signed this warrant as acting director-general of posts during my absence is a matter of record in the department of posts of Cuba, *and was well known to General Bristow when he made the statement.*

In support of my statement in connection herewith I refer to the warrant itself, which is on file in the auditor's office in Havana.

In this connection I will say that during General Bristow's investigation, when he discovered that duplicate warrants had been issued in two or three instances, aggregating seven or eight thousand dollars, the matter was given the widest publicity through the public press in Havana and the United States by General Bristow in the form of statements to the press, prepared by himself, some of which statements are now in my possession as they came from Bristow's pen. Every little fact, circumstance, or incident tending to reflect upon me or on my administration was given the widest possible publicity by General Bristow.

When the warrant for $12,000, which was signed by P. H. Bristow (my chief clerk), was discovered the fact was studiously and carefully kept secret.

Also, among the first alleged derelictions discovered by General Bristow in the department of posts *was by one of his own subordinates*, Post-office Inspector J. W. Erwin, who was in Cuba assisting me in the early part of 1899, and had charge in the department of posts of the work of repairing the present department of posts building. Through his negligence, carelessness, or for some other reason he approved and passed pay rolls which had not been properly signed—at least one which had been duplicated—and caused payment to be made thereon. I was advised of this matter by Auditor Lawshe, who suspended the accounts in an official letter.

This dereliction or irregularity *was carefully concealed* by General Bristow, and has never been made public by him.

On page 34 of the report occurs the following:

"That he was careless, loved ease, and refused to give attention to details there is no doubt."

I submit that there is no evidence, and none can be obtained, that can not be easily controverted, to sustain this allegation. On the contrary, it can be shown that the director-general of posts worked hard, earnestly, and long, and gave very careful attention to details. *The utter lack of fairness* and of judicial impartiality with which this investigation was conducted and this report formulated *shines conspicuously in this statement, made without any basis at all.*

When my statement was taken it was with the distinct understanding that after it had been written out by the stenographer it would be submitted to me for revision. How this was done, and what *trickery and jugglery* were resorted to, appears in my statement on pages 111–112 of the Bristow Report. It is self-evident that I took the statement, as written out, and corrected it. It would have been only just and reasonable to incorporate the corrections as indicated by me, before putting the statement into print For purposes of his own Bristow chose another way, which again amounts to perversion and is *misleading and falsifying.* He printed the original statement as it came from the typewriter before being corrected by me, and then printed my corrections separately, and with his own comments on them. It is, in my opinion, simply dishonorable for any Government official to resort to such practices. It will be observed that there were glaring self-evident errors in the transcript of my original statement. These were pointed out by me plainly and specifically, but no attention was paid to my explanations. *This also amounts to perversion and falsification.*

I desire to call attention to other instances of suppression in this report, designed, I believe, to injure, in that they not only seek to smirch me, but have the effect of withholding material facts from his superior officers which they are entitled to know.

At the foot of page 125 there is a part of my statement touching on the matter of monthly requisitions made by the director-general of posts on the military governor for funds to pay the expenses of the department for the succeeding month. I called for the requisition for the month of April, 1900, which showed that the requisition was made under 38 different classified heads, and made it a part of my statement. Bristow professed to put it in as "Exhibit A," as will be seen on page 126. I stated in my testimony that the governor-general approved these requisitions each month.

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The following is the requisition for funds for the month of April, 1900, and has been *suppressed* by General Bristow, as appears in Exhibit A, on pages 145 and 146 of his report:

"DEPARTMENT OF FINANCE—POSTAL SERVICE.

| | Estimate. | Allowed. |
|---|---|---|
| SALARIES. | | |
| Director-general ..... per month.. | $535.70 | ..... |
| Chief clerk ..... do.... | 329.70 | ..... |
| Postmaster of Havana ..... do.... | 370.90 | ..... |
| Chiefs bureaus ..... | 1,967.10 | ..... |
| Superintendents and disbursing clerks ..... | 185.45 | ..... |
| Chief special agent ..... | ..... | ..... |
| Special agents ..... | 1,465.00 | ..... |
| Disbursing clerk ..... | ..... | ..... |
| Dept. of posts, not classified: | | |
| Clerks, class four ..... | | |
| Clerks, class three ..... | 8,076.90 | ..... |
| Clerks, class two ..... | | |
| Clerks, class one ..... | | |
| Clerks in post-offices ..... | 6,682.00 | ..... |
| Clerks in post-offices ..... | ..... | ..... |
| Letter carriers ..... | 5,286.00 | ..... |
| Letter carriers ..... | ..... | ..... |
| Railway postal clerks ..... | 1,751.65 | ..... |
| Railway postal clerks ..... | ..... | ..... |
| Mail messengers ..... | 400.00 | ..... |
| Mail messengers ..... | ..... | ..... |
| Engineers ..... | 98.90 | ..... |
| Pilots ..... | 49.50 | ..... |
| Laborers ..... | 386.00 | ..... |
| Carpenters ..... | 250.00 | ..... |
| Interpreters ..... | ..... | ..... |
| Stenographers and typewriters ..... | ..... | ..... |
| Stenographers and typewriters ..... | ..... | ..... |
| Postmasters, class four ..... | 320.00 | ..... |
| Postmasters, class three ..... | 400.00 | ..... |
| Postmasters, class two ..... | 1,320.00 | ..... |
| Postmasters, class one ..... | 400.00 | ..... |
| Postmasters, class E ..... | 550.00 | ..... |
| Postmasters, class D ..... | 150.00 | ..... |
| Postmasters, class C ..... | 645.00 | ..... |
| Postmasters, class B ..... | 675.00 | ..... |
| Postmasters, class A ..... | 2,750.00 | ..... |
| Total salaries ..... | 35,054.80 | ..... |
| INCIDENTAL EXPENSES. | | |
| Special agents ..... | 250.00 | ..... |
| Telegraph and cable ..... | 20.00 | ..... |
| Printing and stationery ..... | 670.50 | ..... |
| Furniture ..... | 2,042.00 | ..... |
| Rent ..... | 810.00 | ..... |
| Light ..... | 540.00 | ..... |
| Per diem ..... | 1,470.00 | ..... |
| Carriage, harness, and equipment ..... | ..... | ..... |
| Mail transportations ..... | 2,725.00 | ..... |
| Miscellaneous ..... | 900.00 | ..... |
| Letter balance and scales ..... | 160.00 | ..... |
| Post marking and rubber stamps ..... | 225.00 | ..... |
| Street letter boxes ..... | ..... | ..... |
| Safes ..... | ..... | ..... |
| Transportation ..... | ..... | ..... |
| Mail wagons ..... | ..... | ..... |
| Star-route contracts ..... | 2,000.00 | ..... |
| Building and repairs ..... | 200.00 | ..... |
| Newspapers ..... | ..... | ..... |
| Total ..... | 47,467.80 | ..... |

I hereby certify that the foregoing is a true copy of the requisition made by the director-general of posts, on the governor-general of the island of Cuba, for funds to sustain the department of posts, for the month of April, 1900.

M. C. FOSNES, *Director-General.*"

This exhibit and the report for the month of April, 1900, made by the assistant auditor, clearly demonstrates this fact, which I sought to make clear in my statement—and did make clear—*but which was deliberately and wilfully suppressed by*

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*Bristow.* It makes clear the fact that the island authorities were well informed as to the probable expense of each month, and ordered the money appropriated for the purposes specified. Also that they were informed as to the actual expenses for each month, not only under classified heads, but item by item, giving the date of payment, the person to whom paid, for what paid, and the amount. A copy of this monthly report of the assistant auditor for the department of posts was furnished monthly to the director-general and two copies to the auditor of the island, one of which was sent to the War Department in Washington.

I sought to make this plain, but was thwarted in my efforts by the suppression of facts as heretofore recited.

In my testimony on pages 125 and 126, I stated as follows:

"* * * I want to say in connection with all these expenditures that we first had to make a statement of our wants each month in the way of money to run the service to the governor-general and the auditor on specially prepared blanks; that we made those requisitions under classified heads of something like 20 or 30; they were approved by the auditor, the governor-general, passed on by the auditor, and reported to Washington. *Therefore they knew all about it.* The auditor and governor-general passed on all requisitions for money, and the exact line of procedure laid down for them to follow you will find in the President's order of May 8, 1899, promulgated by the Secretary of War on May 11, 1899, entitled 'Rules and Instructions to carry into Effect the Executive Orders Relating to the Military Government of the United States in the Island of Cuba, etc.' In every requisition we made for money we made detailed statements, as far as the governor-general and the auditor required of us; and in that connection I ask you to cause to be brought in here now a copy of one of our requisitions for money which is in the hands of the chief clerk, also a copy of one of the monthly reports of the auditor. Please bring it in; I want to explain it to you. (Exhibit A herewith.) This requisition seems to be under 38 different heads. This was for the month of April. We were required to make a requisition, and this one is shown under 38 different heads; and that is itemizing it about as fully as was possible without knowing just what the different items would be. So it is very plain that from these requisitions that the auditor and the governor-general know what expenditures are contemplated to be made.

"Q. (By Mr. Bristow.) Is it not possible, however, for this money to be expended for improper purposes after it is received?—A. (By Mr. Rathbone.) I suppose it might be, or a thief might steal it. It has been stated that the authorities in the United States had no knowledge of the expenditures of the department of posts here. Here is a report made by an officer of the War Department, to wit, the assistant auditor of the island of Cuba to the auditor of the island, both War Department officials, a copy of which has been left with me and a copy with the War Department of the United States, as I understand it. It goes on and explains, under classified heads, what the expenditures for the month have been. In this one, which I hold in my hand, is a report for the month of April. It is first stated under twenty classified heads, such as 'Miscellaneous salaries,' 'Department of posts,' 'Clerks in post-offices,' 'Printing,' 'Stationery,' 'Furniture,' 'Mail transportation,' etc. Then it gives *a detailed statement of each item* of expenditure, giving the date, the name of the man to whom the money is paid, his rank, designation, and amount paid. That is detailed. Now, it will not do to say that the War Department or the island authorities did not know and have not known of the expenditures of the department of posts, because every month a statement of this kind has been rendered for nearly a year, and the vouchers and pay rolls upon which the payments are based are in the hands of the War Department, to wit, in the hands of the assistant auditor for the island of Cuba, who has been until recently in effect the bookkeeper of the department of posts and the custodian of all its vouchers, pay rolls, etc.

"Q. As I understand you, General, a request is made for the money to maintain this department for the month under separate heads, as indicated by form 01 (Exhibit B herewith). Now, it would easily be possible for this money, after it is received, to be misappropriated or misspent by the executive officials of the department of posts, would it not?—A. No; because the assistant auditor is supposed to scrutinize every account, pay roll, voucher, etc., that comes into his possession, and he himself draws the warrant—that is, does the mechanical work, all but signing by the director-general.

"Q. Is that before payment is made?—A. Yes; therefore there would not be wrong payment, except by derelictness or error on the part of his office.

"Q. You hold, then, that if there has been a misappropriation of funds, or a misuse of island funds by the department of posts, that the War Department is equally at fault?—A. I hold that they were in a position to know of each item of expenditure, and that they did know it, because all vouchers, pay rolls, and bills go to them for

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scrutiny and are passed on by them *before the warrant is made effective by* the signature of the director-general."

As other instances of suppression of material facts, I desire to call attention to page 112, where I ask that my letters of February 8th and April 25th, 1900, to the Postmaster-General, be made part of my statement. I also ask that my letter of March 30th, 1899, to the Postmaster-General, be made part of my statement. Also, I requested copies of monthly estimates and auditor's reports to be furnished me to aid in making answer to numerous suspensions and disallowances, and this request has not been granted up to this date. My letters of February 8th and April 25th, 1900, which Bristow has suppressed, are very important documents and have a direct bearing upon the postal service of Cuba, in that they contain a résumé of the work from its inception, January 1, 1899, to date, giving facts and statistics that are full and incontrovertable—and had they become part of my statement, as I asked, and had reason to believe they would be, it would have put an entirely different complexion on Bristow's report. *In my judgment, knowing this fact, he suppressed them.*

The letter of April 25th, if made a part of my statement as I asked it should be, would have clearly demonstrated that we were handling through the various branches of the postal system over $20,000,000.00 annually, largely for the insular government. The statistics therein contained would have shown that the department of posts, through the registry and money-order system, handled $5,400,000 for the treasurer of the island. If this service had been paid for at the rate of one-half of one per cent, which is the usual rate, it would have been at a cost to the insular government of $27,000.00 annually. Deducting the money-order and registry fees charged by the department of posts to the insular government for this service, amounting to about $5,000.00 annually, it effected a saving to the island government in the matter of handling their money, of at least $22,000.00 per annum.

I stated in the letter of the 25th of April, as follows:

"I am aware that, prima facie, the central organization (department) constitutes a large per cent of the entire administration, but it is submitted that under all the conditions named herein it is necessary. If a better and cheaper system can be evolved, I will be very glad to accept it, but a better one does not occur to me. I regret that the conditions existing on the island make it necessary to employ the postal service to the extent which it is being used in handling Government funds, for the reason that with our unskilled employés, and meager facilities for transporting the mails, it is more hazardous than in the United States. It seems to be plain that we are doing a business away beyond that which is ordinarily performed by a postal administration, and I doubt if it has a parallel; and I submit that it ought not to be expected of this service that it should keep its expenses down to what they would be, were we doing an ordinary postal business."

It was not for him to omit any part of my statement, no matter what I elected should be a part of it. It was for me to determine what my statement should be, and suppressing or adding to any part of my statement *makes it not only a false one, but his statement, not mine.*

I desire to call attention to another case of suppression by General Bristow, which is this: He seems in his report to make something of a point of placing the responsibility of the appointment of Mr. Reeves upon General Heath, probably thinking thereby to attach odium to General Heath. When he first arrived in Cuba he questioned me as to who was responsible for the appointment of Dr. W. H. Reeves. I told him Mr. A. L. Lawshe had recommended his appointment; that Mr. Lawshe was sent down here early in 1899 to establish our auditing department, and that he brought with him a number of clerks from the Sixth Auditor's Office of the Treasury, including Dr. Reeves, and that when I created the bureau of postal accounts I appointed Mr. Lawshe as acting chief, and he served in that capacity until he had the bureau, as he stated, "well organized." On February 7th I appointed W. H. Reeves chief of the bureau of postal accounts upon the recommendation of Mr. Lawshe.

The following is a copy of the letter of recommedation, which speaks for itself:

HAVANA, CUBA, *February 6th, 1899.*

The honorable the DIRECTOR OF POSTS:

SIR: In accordance with your verbal request of recent date, it gives me pleasure to suggest for the position of the chief of the bureau of postal accounts Mr. W. H. Reeves, of the force of clerks sent here from the Auditor's Office at Washington. Mr. Reeves is a practical bookkeeper of long experience in accounting work and one to whom the important work of the bureau may well be entrusted. *I commend him to you both personally and officially.*

Very truly, yours, A. L. LAWSHE.



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This should throw light on the controversy as to who was responsible for the appointment of Mr. Reeves.

I insist that General Bristow *had no right to suppress or withhold* any exhibit which I presented and asked to have made part of my statement. There is no reason for suppressing what I asked for and was clearly entitled to have made a part of my statement *except his desire to pervert facts.*

It is difficult to understand the object of General Bristow regarding "Exhibit 42," on page 246, Bristow Report, as follows:

EXHIBIT 42.

(Copy of account of W. E. Wilmot with Mrs. Rathbone for personal expenses.)

HABANA, *December 8, 1899.*

*General E. G. Rathbone to Wilson E. Wilmot, Dr.*

For miscellaneous expenditures during trip to the United States, October 21st to November 29, 1899, as per statement below:

| 1899. | | |
|---|---|---|
| Oct. 28. | Theatre tickets for May Irwin | $3.00 |
| 30. | Stationery for Red Cross | .75 |
| | Stenographer for Red Cross work (Vo. 1) | 8.00 |
| | Stamps and special deliveries | 2.30 |
| Nov. 2. | Messengers for typewriters | 1.20 |
| 21. | Subscription to paper | 1.00 |
| | Brooklyn Eagles | .30 |
| | Pocketbook | 1.50 |
| | Theatre tickets, the Casino | 4.00 |
| | Bonnet trunk | 6.00 |
| | Spanish dictionary | 1.00 |
| | Stamps | 2.65 |
| | Hotel bill, Mrs. Rathbone (Vo. 2) | 59.76 |
| | Hotel bill, Mrs. Rathbone (Vo. 3) | 158.00 |
| | Stamps | 1.00 |
| | Transportation to Habana for Fannie | 22.50 |
| | Total | 272.96 |

Received payment.

WILSON E. WILMOT.

This is Mrs. Rathbone's personal account, which bears on its face evidence of being purely personal and in no way connected with the department of posts of Cuba. They were her personal bills, *paid by herself or by myself* and have no place in an official report, at least for any proper motive. It is evident that the object of printing these personal bills was to mislead the public and make it appear that they were paid out of public funds, and it is a fact that he succeeded in this, for I saw a copy of this bill published in the Indianapolis News of September 19th, 1900, and other United States papers, with the statement that it had been paid out of the Cuban postal funds.

In conclusion, I wish to say that I have not treated of all of the matters contained in the Bristow Report showing suppression of facts. Those above recorded are the most prominent and were developed by a cursory glance at the report, which I have just succeeded in obtaining a copy of. Much more, very much more, could be said and many more instances cited.

Very respectfully,

E. G. RATHBONE.

Honorable O. H. PLATT,
*Chairman Cuban Investigating Committee,*
*U. S. Senate, Washington, D. C.*

Some time near the dates of July 26 to 31, 1900, as I am reliably informed and verily believe, Gen. Leonard Wood, then military governor of Cuba, was in the United States, and while there he sent to Cuba by cable (I believe from New York City) an order, or what

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amounted to an order, in substance, ordering my arrest, and fixed the bond at $25,000 cash *in American gold.* I am also reliably informed and believe that the cable was received by one of General Wood's subordinates in Habana, presumably Capt. H. L. Scott, of the Seventh U. S. Cavalry, then acting as adjutant-general, who sent, or caused to be sent, an official copy of Wood's cable, or the substance of it, to Senor Ramon Barinaga, judge of the first instance and instruction, who was investigating the postal cases.

I was arrested on Saturday, the 28th of July, 1900, charged with malversation of public funds to the extent of $4,048. Senor Francesca Gamba, a wealthy banker of Habana, was offered as bondsman, but was rejected, *a cash bond being demanded.* On Monday, the 30th of July, Senor Lopez was accepted as a bondsman, but was required later to give mortgage security on over $65,000 worth of real estate in Habana.

The charges upon which I was arrested July 28, 1900, were for paying a coachman, what they were pleased to call a "footman" (who in fact served as an interpreter), and a gardener; alleged cashing of two warrants for $500 each; collecting a per diem besides my salary; expenses of trips around the island and to the United States; and the appropriation of $74.55—aggregating $4,048.

Under existing laws of Cuba, a committee of experts were appointed by the court of first instance; one was selected by the fiscal or court, one by the department of posts, and one by Charles F. W. Neely, a defendant. They were Antonio M. Lazcano, Guillemo A. Patterson, and Post-Office Inspector H. T. Gregory. (See experts' documents in Exhibit No. 16, pp. 3, 4, and 6.) I was not asked to name one of the experts *as the law requires*, if their report was to be used against me. Their report *was used against me* at the trial to establish the amount of embezzlement by Neely and Reeves, in which I was accused of conspiring with them.

The use of such expert testimony against me *was a violation of law.* (See articles 456 and 466, laws of criminal procedure.)

As before stated, when the original charges were made against me they involved but $4,048. My attorneys were prepared to meet these charges. To our surprise, when the "accusacion" or indictment was filed by the fiscal in the audiencia or trial court I was accused of conspiracy with Neely and Reeves to defraud the postal funds of over $120,000; of drawing double warrants or duplicate checks in payment of bills and salaries; appropriating funds through the miscellaneous accounts of Neely; wrongful payment of expenses to Thomas J. Peddicord; expenses of trip around the island and to the United States; for household furniture, carriage, harness, and equipments and repairs on the same, coachman and gardener; leasing room for private office; repairs to the official residence, etc.

For the information of the committee I present a certified copy of the accusation which was furnished me by the court, and make it a part of my statement:

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**Exhibit No. 15.**

ARTURO HEVIA.

*PROVISIONAL ACCUSATION OF THE FISCAL IN THE CASE OF THE FRAUDS OF THE POST-OFFICE DEPARTMENT.*

*To the court:*

The fiscal agrees with the writ ending the preparatory proceedings of this case No. 70 by the court of instruction of the eastern district of Havana, and therefore requests that same be confirmed, and that the oral trial be opened, for which he makes the following provisional accusations:

FIRST.

I.

When the Spanish sovereignty was ended on January 1, 1899, the department of posts of Cuba was reorganized under the authority of Estes G. Rathbone, appointed director of posts on December 21, 1898, by the Postmaster-General of the United States, who vested on him the supervision and control of the postal service of the island, which was confirmed by section 1st of the postal code, vesting on said director-general of posts the administration and control of the department.

On January 7, 1899, the bureau of finance was created by Rathbone's order No. 4, and its chief was charged of the custody of the stamps, stamped paper, stamped envelopes, postal cards, and newspaper wrappers, and also of issuing same to the postmasters, and Charles F. W. Neely was appointed chief of the bureau of finance.

On January 25 the bureau of postal accounts was created to keep the accounts and file the vouchers of the department. On the following February 7 W. H. Reeves was appointed chief of the bureau of postal accounts.

By order No. 10, creating the latter bureau, and enforced by order No. 12, it is directed that the laws, rules, and orders of the United States of America referring to postal audit shall be considered in force as far as same are applicable. And among said dispositions, section 160 of the revised compilation, published in accordance with the act of Congress approved March 3, 1891, provides that the postal revenues and all debts due the Post-Office Department shall, when collected, be paid into the Treasury of the United States, under the direction of the Postmaster-General.

The North American Trust Company Bank was that treasury among us, as since the beginning it was the depository of the Cuban postal funds, which were deposited with said company to the credit of E. G. Rathbone as director-general of posts.

Rathbone was always the legal collector of the postal revenues, as he never delegated the collection of same in any of his subordinates, and his name appears in all the transactions with the depository.

But he permitted and consented, and therefore it can be inferred that he authorized such collection to be made by Neely, who practically received the proceeds of the sale of stamps and stamped paper, as well as all other postal receipts.

On June 20, 1899, the military governor issued an order providing that, from July 1, the postal revenues were to be deposited with the North American Trust Company, as such, to the credit of the treasurer of the island, who was authorized to issue complemental detailed instructions, which were published in the Gazette of the same day. One of these instructions provided that from July 1, 1899, inclusive, all the collectors of taxes of Cuba, residing in places where the North American Trust Company had offices, should make a daily deposit of their collections.

The Executive orders of the President, William McKinley, issued on May 8, were published in the Gazette of the 23d, under the date of 21st, with the necessary rules and regulations for the application of same issued by the Secretary of War appointing the auditor for the island with an assistant auditor for the department of posts, under the auditor, and also a treasurer for the islands, and directing that the officers and agents having authority to receive and collect funds from all the revenues of the island, shall pay the complete amount received or collected over to the treasurer of the island, and make to the auditor monthly reports within the 20 days following to the end of each month, charging themselves with all amounts received and collected during the period comprised by the report and crediting the amounts paid to the treasurer with the receipts endorsed by the auditor.

After this innovation, W. H. Reeves continued keeping the postal accounts in his capacity of assistant auditor.

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And finally order No. 127, issued by the headquarters of the division of Cuba, March 2, 1900, states that from April 15, 1900, all funds collected in Havana shall be turned over to the treasurer, to be deposited by said treasurer with the public treasury.

It is therefore evident that it was always Rathbone's duty, and consequently Neely's, on whom it can be inferred that he delegated his functions as collector, to deposit or cause to be deposited, all and entirely, the postal funds received.

The following account relates with reference to the period from January 1, 1899, to April 28, 1900, in which latter date the investigation of the frauds begun and Neely left his office, the amounts of each received each month by the department of posts, and the amounts deposited with the North American Trust Company, or with the treasurer of the island, as same were received before or after April 15, 1900, and the amounts that were not deposited, showing a total deficit of $119,961.20.

EXPERTS' DOCUMENT No. 4.

*Summary, stated by months, of cash received and accounted for by C. F. W. Neely, as chief of bureau of finance, department of posts of Cuba, January 1, 1899, to April 28, 1900, stating the amount of deficit or shortage for each month, as obtained by investigation made by experts Antonio M. Lazcano, Guillermo A. Patterson, and Hardy T. Gregory.*

| Period. | Received. | Accounted for. | Deficit. |
|---|---|---|---|
| January, 1899 | $35,127.52 | $34,810.42 | $317.10 |
| February, 1899 | 29,681.51 | 26,832.86 | 2,848.65 |
| March, 1899 | 29,453.71 | 23,356.72 | 6,096.99 |
| April, 1899 | 42,294.80 | 39,500.00 | 2,794.80 |
| May, 1899 | 53,580.46 | 57,845.00 | ..... |
| June, 1899 | 50,774.78 | 47,100.00 | 3,674.78 |
| July, 1899 | 50,777.48 | 40,000.00 | 10,777.48 |
| August, 1899 | 21,852.41 | 15,000.00 | 6,852.41 |
| September, 1899 | 27,213.06 | 16,000.00 | 11,213.06 |
| October, 1899 | 28,724.91 | 17,001.75 | 11,723.16 |
| November, 1899 | 25,440.09 | 18,115.00 | 7,325.09 |
| December, 1899 | 38,155.95 | 18,745.67 | 19,410.28 |
| January, 1900 | 29,853.11 | 17,530.00 | 12,323.11 |
| February, 1900 | 25,360.51 | 24,365.05 | 995.46 |
| March, 1900 | 35,309.27 | 16,926.44 | 18,382.83 |
| April 1 to 28, 1900 | 28,220.37 | 18,729.83 | 9,490.54 |
| Total | 551,819.94 | 431,858.74 | 124,225.74 |
| Less amount of excess for May, 1899 | ..... | ..... | 4,264.54 |
| Cash deficit | ..... | ..... | 119,961.20 |

This large and permanent fraud, the purpose of which was the appropriation of the amounts that were not deposited, could only be carried out, as it was, on account of the director-general of posts, the chief of the bureau of finance, and the chief of the bureau of postal accounts, E. G. Rathbone, C. F. W. Neely, and W. H. Reeves, being, as they were, in collusion.

The item of said cash account representing the amount of postal funds deposited is true, as it is supported by the certificates of deposit issued by the North American Trust Company, or by the treasurer of the island, which agree with the records of the books of both the two offices and also with the records of the auditor's office, including the credit of $4,345.00 given to the chief of the bureau of finance for the alleged loss on the Spanish copper coins, a small amount of $23.59, returned, and $4,477.89, cash on hand at the close of business April 28, 1900.

The item showing the amount of cash received is also true, as it is supported by the records and files of the bureau of finance, but it is not complete, as it does not show the whole amount of postal funds collected during the period covered by the account for the reason that there are neither records nor proofs of any receipts, the greater part of which are proceeds of cash sales of stamps.

So that the amount received by the bureau of finance can not be less than the amount shown by the account, but it is certainly greater, as it is demonstrated by another account.

This is the general account—experts' document No. 1—which, besides including the funds received and deposited, refers to all debit and credits items, and therefore includes the amount of stamps and stamped paper received by the bureau of finance and the amount issued, sold, destroyed, and damaged, and also the stamps and cash on hand at the close of business April 28, 1900, date of the balance.

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The total debit of this account is $1,491,354.88, and the total credits $1,463,366.07.

The foregoing figures demonstrate that would the chief of the bureau of finance have balanced his accounts on April 28, 1900, charging himself with and consequently admitting as legitimate all the credits that he asked for and obtained to be allowed by Rathbone and approved by Reeves, he should have found a shortage of $27,968.81.

But the most important item credited to said account, amounting to $392,583.37, is a mere forgery.

The credit was given for the surcharged stamps destroyed. Thus were known the United States stamps that were marked "Cuba" to be issued on January 1, 1899.

Said forgery can be proven by reckoning the amount of surcharged stamps received and the amount of same disposed of in order to obtain the amount on hand at the close of business August 31, 1899, on which date the new stamps were issued, and since that time no more surcharged stamps were received.

Experts' document No. 2, referring to this matter, is as follows:

EXPERTS' DOCUMENT No. 2.

*Summary of surcharged postage stamps received and accounted for by C. F. W. Neely, as chief of bureau of finance, department of posts, January 1, 1899, to April 28, 1900, as obtained by investigation made by experts Antonio M. Lazcano, Guillermo A. Patterson, and Hardy T. Gregory.*

| | | |
|---|---|---|
| 1900. | | |
| April 28. | Total amount of surcharged stumps received by chief of bureau of finance, January 1 to August 31, 1899, inclusive..... | $522,000.00 |
| | Total amount of surcharged stamps disposed of by chief of bureau of finance by issue to bonded postmasters and cash sales, January 1 to August 31, 1899 (inclusive), less $5,002.05 damaged and unsaleable stamps returned..... | 228,740.94 |
| | Balance on hand August 31, 1899 ..... | 293,259.06 |
| 1899. | | |
| Dec. 13. | Total amount of surcharged stamps alleged to have been burned Sept. 11 and December 13, 1899..... | 392,589.37 |
| 1900. | | |
| April 28. | Amount of surcharged stamps on hand at close of business August 31, 1899..... | 293,259.06 |
| 1900. | | 99,330.31 |
| May 20. | Addition of amount sold to stamp collectors outside of Havana, so far as shown by bureau of finance letter press books and orders from stamp collectors..... | 267.98 |
| | Unjustified excess of credit shown ..... | 99,642.88 |

Surcharged stamps were destroyed on September 11 and December 13, 1899, so that, as no surcharged stamps were received subsequently to August 31, 1899, and as the amount of surcharged stamps on hand at the latter date could not exceed of $293,259.06, it was practically impossible to have destroyed these stamps to the amount of $392,589.37; hence the credit given to the chief bureau of finance is forged for $99,642.88, at least.

But it was forged certainly for more than that amount, as, besides the figures shown in the account, $267.98 stamps sold to stamp collectors and $44.59 found, a large quantity of stamps, the amount of which it has been impossible to fix, were not destroyed.

Now, taking for the amount of the fraudulent credit the indisputable sum of $99,642.88 and adding to same the debit balance of the general account, $27,988.81, a total deficit of $127,631.69 is obtained; and after deducting of it $5,000, value of 50,000 10-cent stamps, which are in the court and were delivered to the military governor, General Leonard Wood, by Corydon M. Rich, with whom same were left by Neely to be sold during his absence and the proceeds to be equally divided between them both, and which are not included in the amount of stamps on hand in the bureau of finance at close of business April 28, 1900, which is the first credits item of the general account, a definite deficit of $122,631.69 American money is obtained, representing the minimum of frauds.

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Neely had the idea of the destruction of stamps in order to conceal the large fraud that he was making and intended to continue making; and in collusion with Rathbone and Reeves they carried same out in the following manner:

Rathbone appointed a commission to burn the stamps, formed by Delano Marfield, W. H. Reeves, and C. F. W. Neely, president, who (with the exception of the first one, who was the chief of the bureau of registration and had nothing to do with the frauds) were the parties interested in the matter, as one was the officer in charge of the custody of the stamps and the other one the officer that kept the account of said stamps.

Stamps were destroyed twice by burning in the oven of the electrozone plant, as it has been previously stated, Sept. 11 and December 13, 1899; there was no actual counting of the stamps, and the figures given by Neely were taken as good.

The commission made two reports to the director-general, supported by the aforesaid figures, stating in the first one that stamps had been burned to the amount of $310,000.00 and in the second, to the amount of $82,589.37.

In both reports the commission, and consequently Neely and Reeves, asked that Reeves should be directed to credit Neely's account with said amounts.

It was thus directed by Rathbone and the amounts were credited in the books of the auditor's office containing the postal account.

It is almost certain that the facts stated in the two reports are untrue, although it can only be ascertained with reference to the first report, as the figures given in said report as representing the value of stamps burned, $310,000.00, is greater than the amount of stamps on hand, $293,259.06, whether it is possible that the amount of stamps destroyed in the second burning was as shown in the second report, if in the first burning of stamps, stamps were left to that amount or more.

In order to ascertain the embezzled amount it has been necessary to make a long and careful investigation of the records of the department of posts, for the reason that with Neely disappeared the ledger of the postal account known as "Ledger A," which was kept in his office and contained the transactions made in 1899, and owing to the fact that neither Neely complied nor Rathbone compelled him to comply, nor Reeves cared that Neely was not complying with the directions of order No. 4, which provided that the chief of the bureau of finance should render quarterly statements of all his transactions at the end of each quarter, and because all the provisions of the American postal system to avoid fraud were practically suppressed notwithstanding Rathbone's orders, which he issued to let same be violated, and of Rathbone's offers to the Postmaster-General of the United States, and notwithstanding the recommendation made by special agents William T. Sullivan and Lawrence Letherman when they inspected the bureau of finance on May 27, 1899, which is the main point of the American postal system, to have a check on the accounts of the bureau of finance by directing the postmasters to render monthly and quarterly reports of their transactions, stating the amount of stamps on hand at the end of the previous report, the amount of stamps received and sold, the box rent and newspaper postage collected, and the amount of cash sent to the department, all during the period covered by the report.

The above recommendation was forwarded by Rathbone on May 30, 1899, with a report containing a summary of same, to Geo. C. Maynard, chief special agents, in which the following words are used by Rathbone: "Noted and referred June 5, 1899," "Ordered," but this last word appears to have been intercalated and written sometime after the others, which leads to believe that it was not written to carry out the advised check of the postal account, but to show that such check has been ordered in due time.

### II.—Duplicate Payment Warrants.

E. G. Rathbone, director-general, C. F. W. Neely, chief of bureau of finance, and W. H. Reeves, assistant auditor or the chief, the collector and the auditor of the department of posts, were in collusion to appropriate for themselves, as they did appropriate, the amount of several warrants or checks, as it will be explained, which were probably issued through an error to pay for salaries that were already paid for by other warrants, and which were therefore returned by the respective payees. When said warrants came into the hands of Neely, instead of annuling or canceling same, in some instances he caused them to be indorsed by the respective payees, and in others the indorsement of the payees were forged by Neely or Reeves, and the warrants were subsequently indorsed by Rathbone to be deposited, as they were deposited, with the North American Trust Company, but not as funds returned on account of having been unduly disbursed, but as postal funds, and the amount of said warrants were entered in the books of the postal account to the credit of the chief of bureau of finance, instead of to his debit.

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By this means, C. F. W. Neely, could take to divide with his fraud associates, from the postal funds received in cash, the amounts of the warrants by substituting the former by the latter. Some of these warrants are endorsed by P. H. Bristow, chief clerk, in lieu of E. G. Rathbone, on account of Rathbone having directed him to do so with the warrants brought to him by the chief bureau of finance.

WARRANTS ISSUED TO CARDENAS.

On May 11, 1899, the following warrants were issued on the North American Trust Company, payable to employés at Cardenas post-office:

| | |
|---|---|
| No. 2082, Antonio Suarez, February salary | $21.41 |
| No. 2080, José Magrinat, February salary (20 to 28) | 11.01 |
| No. 2083, José Magrinat, March salary | 37.92 |
| No. 2084, Antonio Suarez, March salary | 23.70 |
| No. 2085, Domingo Gonzales, March salary | 23.70 |
| No. 2086, Waldo Mendez, March salary | 23.70 |
| No. 2087, Antonio Suarez, jr., March salary | 23.70 |
| | 165.14 |

These warrants were endorsed by the payees to S. A. White, acting postmaster at Cardenas, and by White to E. G. Rathbone, director general of posts, and were cashed by the North American Trust Company on May 18, 1899.

On the same date, May 18, 1899, the following warrants were issued:

| | |
|---|---|
| No. 2172, Antonio Suarez, February salary | $21.41 |
| No. 2173, José Magrinat, February salary | 11.03 |
| No. 2174, José Magrinat, March salary | 37.92 |
| No. 2175, Antonio Suarez, March salary | 23.70 |
| No. 2176, Domingo Gonzales, March salary | 23.70 |
| No. 2177, Waldo Mendez, March salary | 23.70 |
| No. 2178, Antonio Suarez, March salary | 23.70 |
| | 165.16 |

These warrants were forwarded to S. A. White, acting postmaster at Cardenas, who returned them immediately to the department of posts, as the payment for which they had been issued had already been made with the former warrants. These warrants ought to have been cancelled, but they were sent again to White with Neely's letter, June 4, 1899, explaining that the duplicate-payment warrants had been issued by an error and directing that, in order to place the amount of same with the postal funds, they had to be endorsed and then returned to him.

The postmaster at Cardenas complied with these instructions, and Neely had the warrants, amounting to $165.16, cashed by the North American Trust Company on June 14, 1899, without making any record of the transaction and, therefore, without charging his account with the proceeds of same.

These duplicate-payment warrants are endorsed "Pay to the order of E. G. Rathbone, director general of posts. Antonio Suarez (or the name of the respective payee);" and also "E. G. Rathbone."

The stamp "Paid" stamped by the bank contains the following words: "Receiving teller," which indicates that the amounts of said warrants were not paid out in cash, but were received on account from the party to whom they had been endorsed: "E. G. Rathbone, director general of posts."

WARRANTS ISSUED TO MATANZAS.

| | |
|---|---|
| No. 2379, to José Rey Carballo for February salary, issued on May 29 | $21.41 |
| No. 2233, to Manual Perez y Perez, January salary, issued May 18 | 28.50 |
| No. 2235, to Alberto de la Villa y Graupera, for January salary, issued May 18 | 28.50 |
| No. 2236, to Ernesto Valdes Porteau, January salary, issued May 18 | 39.50 |
| No. 2237, to Ramon Suarez Bringas, February salary, issued May 18 | 25.69 |
| | 143.60 |

These warrants were issued by the department of posts on the North American Trust Company in payment of the above salaries of the employees of the Matanzas post-office, to whom they were sent by W. H. Reeves, assistant auditor.

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But as said payees had already cashed said salaries with the following warrants, which they had endorsed to E. G. Rathbone:

| | |
|---|---|
| No. 2231, to José Reyes Caraballo, issued May 18, paid in said month | $21.41 |
| No. 1349, to Manuel Oerez, issued April 7, paid on 12 | 28.50 |
| No. 1347, to Ernesto Valdes, issued April 7, paid on 12 | 39.50 |
| No. 1589, to Ramon Suarez, issued April 17, paid on 26 | 25.69 |
| | 143.60 |

They turned over to their chief, E. P. Sheridan, postmaster at Matanzas, the former warrants, without cashing them, Manuel Perez, Alberto de la Villa, and Ernesto Valdes, endorsing with their name their duplicate-payment warrants, and José Peres Carballo, and Ramon Bringas did not endorse them.

A few days later, W. H. Reeves went in excursion to Matanzas, and these warrants were personally handed to him. According to the North American Trust Company stamp stamped on same, the duplicate-payment warrants of Perez, Villa, and Valdes were cashed on June 14, and the duplicates-payment warrants of Rey and Suarez on June 24, and the amount of all the warrants was deposited in account, as it appears from the words "Receiving teller."

Notwithstanding what has been stated, the two last warrants bear, respectively, the endorsement of Rey and Suarez, but there is no likeness between said endorsement and the genuine signature of Rey and Suarez.

All these warrants bear the endorsement of the director general of posts, the original warrants being endorsed by P. H. Bristow, acting director general, and the duplicate-payment warrants by E. G. Rathbone.

### WARRANTS ISSUED TO SANTA CLARA.

The following warrants were issued on May 4, 1899, on the North American Trust Company in payment of salaries of Santa Clara post-office employes:

| | |
|---|---|
| No. 1869, to Gregorio Masvidal, for salary of March | $187.50 |
| No. 1875, to Amado Couillard, for salary of March | 47.40 |
| No. 1879, to Jose Ascencio, for salary of March | 59.24 |
| | 294.14 |

These warrants were endorsed by the respective payees, and each warrant is also endorsed "A. Garcia & Co." and "Conill & Archbold." Said warrants were cashed by the North American Trust Company May 17, 1899.

On May 18, 1899, the following warrants were issued to the same employes for the same salary and amounts:

| | |
|---|---|
| No. 2213, to Gregorio Masvidal, for salary, March | $187.50 |
| No. 2219, to Amado Couillard | 47.40 |
| No. 2220, to Jose Ascencio | 59.24 |
| | 294.14 |

These warrants were forwarded to E. P. Hamlin, postmaster at Santa Clara, and were at once returned by the payees, stating that they had already cashed the salaries covered by these warrants. Hamlin consulted the department on the matter and received written instructions from the bureau of finance directing him to have the warrants endorsed by their several payees and then return same to the bureau of finance to be canceled.

It was so done, with the exception of what had reference to the cancellation of the warrants, as upon their arrival to the bureau of finance same were endorsed "E. G. Rathbone" and cashed by the North American Trust Company, receiving teller, on June 17, 1899. In this, as in the other instances, Neely's account was not debited with the amount of warrants, $294.14.

### WARRANTS ISSUED TO SAN DIEGO DEL VALLE.

On May 11, 1899, warrant No. 2019 was issued on the North American Trust Company to the order of Ignacio Sola for $15.12, in payment of his salary of April, 1899, as mail carrier of San Diego del Valle, Santa Clara. This warrant bears several genuine endorsements, and was cashed by the North American Trust Company May 22, 1899.

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On June 15, 1899, warrant No. 2899 was issued to the order of Sola for the same amount and in payment of same salary. When it came to the hands of Ignacio Sola, and he noticed that it was the duplicate payment of his April salary, he returned the warrant, without endorsing it, to Manuel Alvarez, postmaster at Jicotea.

Said warrant was received at the department of posts. It is endorsed, "Ignacio Solo. E. G. Rathbone, director-general," and is stamped by the North American Trust Company: "Paid, receiving teller, June 24, 1899." Solo's endorsement is forged, and Rathbone's genuine, and there is no record showing in this instance that the warrant was returned as an undue disbursement.

WARRANTS ISSUED TO CASAJAL.

Adolfo Arias Hernandez, mail carrier at Cascajal, Santa Clara, received within a few days the two following warrants on the North American Trust Company:

No. 2845, to Adolfo Arias Hernandez, for May salary, issued June 13, 1899.. $30.66
No. 2747, to Adolfo Arias Hernandez, for May salary, issued June 12, 1899.. 30.66

Arias Hernandez cashed warrant No. 2845, which bears the endorsements of Saturnino Martinez and F. Gamba & Co., and was cashed by the North American Trust Company on June 19; and warrant No. 2747 was returned by Arias to the director-general in an official envelope and without endorsement.

Said warrant is endorsed: "Adolfo Arias Hernandez. E. G. Rathbone." The first endorsement is a forgery, and has so little likeness with the genuine endorsement of the aforesaid mail carrier of Cascajal that it does not read Arias, but very clearly "Aris." Rathbone endorsement is genuine.

Finally said warrant was cashed on June 24—receiving teller—and the bureau of finance did not account for or record in due form said transaction.

WARRANTS ISSUED TO TRINIDAD.

Julius W. Ericksen, postmaster at Trinidad, came to Havana on a trip to the United States, and on September 18, 1899, asked W. H. Reeves, assistant auditor, for the warrant for his salary during the month of August and was informed that said warrant has been forwarded to Trinidad.

After several conversations with E. G. Rathbone, C. F. W. Neely, W. H. Reeves, and P. H. Bristow, Ericksen obtained a duplicate payment warrant, which he cashed at the bureau of finance.

A few weeks after his arrival to Mobile, United States of America, Ericksen received from Trinidad a letter containing the original payment warrant, and in compliance of directions given to him by the department he turned the warrant over to W. H. Reeves, without endorsement, and such as it was received by him.

The warrants referred to are as follows:

No. 6005, original, to Julius W. Ericksen, for salary, August, issued September 13 ..... $82.93
No. 6101, duplicate, to Julius W. Ericksen, for salary, August, issued September 18 ..... 82.93

Both are stamped by the North American Trust Company: "Paid, cash teller," and are endorsed: "Julius W. Ericksen. E. G. Rathbone, director-general of posts" (written by P. H. Bristow). On the first one Ericksen's endorsement is forged, and genuine on the second. There is no likeness between the two endorsements, and the warrants were cashed on October 8 and 28, respectively.

The amount of warrant No. 6005 was not charged to Neely's account.

WARRANTS ISSUED TO TUNAS DE ZAZA.

Clairbone Crisis Hill was the postmaster at Tunas de Zaza during the months of May and June, 1899. In payment of his salary earned from May 1 to 14, amounting to $38.46, two warrants were issued to his order on the North American Trust Company, by the department of posts, as follows:

No. 2363, on May 27 ..... $38.46
No. 2423, on June 1 ..... 38.46

The first described warrant was received by Hill about the end of May. This was endorsed by Hill and cashed by the North American Trust Company, first teller, May 29.

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Hill did not receive the second warrant, did not endorse same, and does not know anything with reference to said warrant.

Notwithstanding this fact, it appears from said warrant that same was cashed by the North American Trust Company, receiving teller, June 14. It bears the forged endorsement of "C. C. Hill" and the genuine "E. G. Rathbone." The bureau of finance was paid the amount of the warrant, and there is no record showing that said amount was duly entered.

WARRANTS ISSUED TO PASO REAL DE SAN DIEGO.

On June 13, 1899, the department of posts issued on the North American Trust Co. warrant No. 2842 to the order of Eduardo Fantocha for $30.66, in payment of the salary of May, 1899, as mail carrier from Paso Real to San Diego.

Said warrant was received by the payee who endorsed it Eduardo Edez. Fontecha, and was cashed, first teller, June 19.

On June 15 warrant No. 2901 was also issued by the department on same bank to the order of Eduardo Fernandez Fantocha for his May salary, $30.66.

This warrant bears the endorsement "Eduardo Fantocha" and "E. G. Rathbone," the latter written by Rathbone. It was deposited in the bank June 24, as the bank stamp shows, "Paid—receiving teller," and, as in the other instances, no record of same has been found.

Fernandez Fontecha received this warrant and returned it on the following day, without endorsement, in an official envelope, to the director-general of posts, with a letter explaining that the warrant was returned for the reason that he had already received warrant No. 2842.

The endorsement of these two warrants are so different that the names are not written alike—"Eduardo Fdez. Fontecha" the genuine, "Eduardo Fantocha" the forged one.

WARRANTS ISSUED TO CIDRA.

Francisco Gonzales, postmaster at Cidra, after having cashed warrant No. 1020 for his salary for the month of January, 1899, $23.70, received from the department of posts warrants Nos. 1938, 1939, and 1940, issued to his order for $20.66, salary for March, $18.67, salary for February, and $20.66, salary for January, 1899.

As these three warrants came into his possession on May 9, and his salary for April was then due him, believing that one of the warrants was issued in payment of that salary, he endorsed the warrants to Permas Alonso & Co., Muralla, 58, who had them cashed by the North American Trust Company May 12.

But on May 13 Gonzales received warrant No. 2062, for $19.78, to his order for his salary of April, and as he had already collected same, he wrote for instructions on June 13, which were given him by W. H. Reeves, assistant auditor, directing him to return the duplicate payment warrant No. 1940, which he could not do as it was already cashed.

Gonzales reported that he was only in possession of, and therefore could only return warrant No. 2062, to which he received no answer. Later on, during a visit to Cidra of Inspector H. H. Williams, Gonzales told him all about the warrant, which he handed him under receipt and without endorsing same.

Williams forwarded said warrant with a report on the same to the chief special agents, with a recommendation that the warrant should not be cashed.

Nevertheless, the warrant was cashed by the North American Trust Company, cash department, and the transaction was not recorded as it ought to be. Said warrant bears the endorsements: "Francisco Gonzales, P. H. Bristow, acting director," and the endorsement of Francisco Gonzales has no likeness whatever with the genuine indorsements of Francisco Gonzales.

WARRANTS ISSUED TO SAN LUIS.

Warrant No. 1947, to Jose Sanabria, mail carrier at San Luis, Santiago de Cuba, for $37.31, salary for the month of April, 1899, was issued May 8, and cashed May 22, 1899.

In payment of same salary and amount and to the same party warrant No. 2126 was issued May 13.

Upon receiving the last warrant, Sanabria turned it over to Harvey H. Cooper, a post-office employé at Santiago de Cuba, without endorsement, and with the statement that he has already cashed the salary for which said warrant was intended.

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Harvey H. Cooper forwarded said warrant, such as he had received same, to the department of posts on May 16, attached to a letter to the director-general explaining the reason why it was returned.

Warrant No. 2126 is endorsed as follows: "Jose Sanabria. E. G. Rathbone." The first endorsement is forged, and has no likeness with the genuine of Sanabria, the second endorsement is written by Rathbone.

Said warrant was finally cashed June 24, without any record having been made of the transaction by the bureau of finance. It appears from the stamp stamped by the North American Trust Company "Paid—receiving teller," that the amount was not collected, but taken in account.

The addition of the amounts referred to is as follows:

| | |
|---|---|
| Cardenas | $165.16 |
| Matanzas | 143.60 |
| Santa Clara | 294.14 |
| San Luis | 37.81 |
| San Diego del Valle | 15.12 |
| San Diego de los Banos | 30.66 |
| Cidra | 19.78 |
| Tunas de Zaza | 38.46 |
| Cascajal | 30.66 |
| Trinidad | 82.93 |
| | 858.32 |

III.

There are other duplicate payment warrants not included in the above list, for the reason that it is impossible to admit that some were issued through error. They were put to profit in the manner stated, which was done crookedly since the beginning, with the plain purpose of defrauding, suggested when the several following-described opportunities came forth.

A.—CARTER, THOMPSON, WOLFE.

On July 1, 1899, a new system of audit was inaugurated, as it has been stated, directing that all amounts collected as Cuban revenues should be deposited in their entirety to the credit of the treasurer of the island, and that all disbursements should be made by the military governor, upon receipt of the paymasters, with the approval of the treasurer.

The postal employes were paid twice a month, and on July 15, 1899, they could not be paid for their salaries, as the request of funds made to that effect by the director-general of posts was pending of approval.

But as there was a cash balance of several thousand dollars at the North American Trust Company, deposited to the credit of the director-general of posts, corresponding to the fiscal year ended on June 30, 1899, E. G. Rathbone, director-general of posts, C. F. W. Neely, chief bureau of finance, and W. H. Reeves, assistant auditor, agreed to draw warrants on said balance, in order to provide the necessary funds for the payment of the aforesaid salaries, and for the payment of some mules bought for the department.

These warrants are as follows:

| | |
|---|---|
| No. 3639, to H. H. Carter, superintendent and disbursing officer of the department, to pay for salaries of the employes of the department, July 1 to 15, 1899, issued July 15, signed E. G. Rathbone and W. H. Reeves. | $4,494.84 |
| No. 3640, to H. H. Carter, to pay mechanics for week ended July 15, 1899, issued July 15, 1899, signed E. G. Rathbone and W. H. Reeves | 80.75 |
| No. 3641, to E. P. Thompson, postmaster, Havana, pay rolls July 1 to 15, 1899, issued on the following 17th, signed E. G. Rathbone and W. H. Reeves | 2,757.00 |
| No. 3649, to Fred Wolfe, for 5 mules bought, issued July 17, 1899, and signed P. H. Bristow and W. H. Reeves | 725.00 |
| | 8,057.59 |

These warrants are respectively endorsed H. H. Carter, superintendent and disbursing officer, H. H. Carter, E. P. Thompson, P. M., and Fred Wolfe; and according to the stamp stamped by the North American Trust Company the two first were cashed July 15, 1899, cash department, and the two other on the 17, first teller.

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When the request of funds was approved by the military governor and same were placed at the disposal of the department of posts, Rathbone, Reeves, and Neely agreed to issue and issued the following-described warrants:

| | |
|---|---|
| No. 5000, to H. H. Carter, superintendent and disbursing officer, to pay employes' salaries on pay roll July 1 to 15, issued July 15, signed E. G. Rathbone and W. H. Reeves | $4,494.84 |
| No. 5001, to H. H. Carter, mechanics' pay roll for week ended July 15, 1899, issued on same date, and signed E. G. Rathbone and W. H. Reeves | 80.87 |
| No. 5002, to E. P. Thompson, postmaster, Havana, pay roll July 1 to 15, 1899, issued July 15, and signed E. G. Rathbone and W. H. Reeves | 2,757.00 |
| No. 5003, to C. F. W. Neely, chief bureau of finance, to pay for mules bought, issued July 15, 1899, and signed E. G. Rathbone and W. H. Reeves | 725.00 |
| | 8,057.71 |

Said warrants bear respectively the endorsement of H. H. Carter, E. P. Thompson, and C. F. W. Neely, and all are endorsed "E. G. Rathbone," written by P. H. Bristow. According to the North American Trust Company stamp they were cashed September 11, 1899, cash department.

The reasons given to issue said warrants and obtain Carter's, Thompson's, and Bristow's endorsements was that the funds allowed for the new fiscal year ought to be taken out and put in the account of the former fiscal year, which was a mere pretext, as it was not necessary to do it, for the reason that said funds were not deposited separately by fiscal years with the North American Trust Company, but in one account only.

In this manner the proceeds of said warrants came into Neely's possession as his own, and it does not matter for the purpose whether same were collected or deposited, as, no specification being made, they had to be considered as postal receipts, and as such were credited on the auditor's books, to discharge the chief bureau of finance in his general account of stamps and other postal receipts.

In this instance P. H. Bristow complied with Rathbone's direction to endorse "E. G. Rathbone" the warrants brought to him by chief bureau of finance or any of his employes, which he did with these and other warrants forwarded by the bureau of finance, returning same to said office; and he was not aware of these facts until the investigation of the frauds begun.

### B.—SPANISH LIGHT AND POWER CO.

The director-general of posts wrote a letter to the Spanish-American Light and Power Co., June 7, 1899, forwarding warrant No. 2613 for $125.56 American money, in payment of gas used in the Havana post-office building during the month of April, 1899. Said letter is subscribed "E. G. Rathbone, W. H. R.," which indicates that the signature was written by W. H. Reeves, assistant auditor.

The auditor of the gas company, upon noticing that the company was paid in American money instead of Spanish gold, turned the warrant over to the department, and received in lieu of same another warrant for $116.26, American money, which at the rate of 8 per cent covered the $125.56 Spanish gold that were due. He indicated that the error could be corrected either by annuling the warrant, or by allowing him to cash same, offering to turn the difference over to the department, but he was told by a tall and very agreeable officer, which he thinks was fair haired, that it was better to issue a new warrant for the amount due, and was directed to endorse the mistaken warrant. Dias Rodriquez endorsed the warrant as follows: "By order of the American Gas Company, Francisco Rodriguez," and the gas company had the other warrant cashed by F. Taboda, cashier, on July 12, 1899, as it is shown by the American bank's stamp "First teller."

The new warrant was warrant No. 2728, issued June 10, 1899, "Light of the Havana post-office," during the month of April, 1899, it was allowed by Rathbone and countersigned by W. H. Reeves, and was later on attached to certificate No. 2728, together with the gas bill for the month of April.

The first warrant was No. 2613, issued June 7, 1899, allowed by E. G. Rathbone and countersigned by Reeves, for gas used during the month of April, and is attached to certificate No. 2613, is not supported by any voucher, and bears the endorsements of Francisco Rodriguez and E. G. Rathbone, and finally is stamped paid by the North American Trust Company, receiving teller, June 14, 1899, which indicates that the amount of said warrant was not collected but received on account, and that the same was deposited by Chas. F. W. Neely, chief of the bureau of finance.

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C.—M. RUIZ & COMPANY.

M. Ruiz and Co., had sold some articles of their trade, printed matter, and stationery, to the department of posts. In payment of their bill in duplicate, dated May 31, 1899, for $53.10, approved by Rathbone, warrant No. 2726 was issued for said amount, on June 9, to the order of M. Ruiz & Co., for stationery, signed by E. G. Rathbone and W. H. Reeves, and bearing the following endorsement: "Received, M. Ruiz & Co.," was cashed by the North American Trust Company, June 12, 1899, to M. Ruiz & Co.

And subsequently, on August 5, said E. G. Rathbone and W. H. Reeves issued warrant No. 3742 for the same amount of $53.10 to the order of M. Ruiz & Co., and in payment of same bill dated May 31. It is endorsed "M. Ruiz & Co." and "E. G. Rathbone, director-general of posts," written by Rathbone.

The voucher upon which this second warrant was issued is not a bill, but the slip note went to the purchases to verify the purchase forwarded. Said note is neither signed or dated, but the articles recorded are exactly the same covered by the bill dated May 31. It was approved by Neely and Rathbone in the following manner: "O. K.—C. F. W. Neely." "Allowed, E. G. Rathbone." The cashbook of M. Ruiz and Co. only shows a bill for $53.10.

Warrant No. 3742 was cashed by the North American Trust Company, receiving teller, August 11, 1899, which indicates that same was not paid out, but deposited, and on the account of the department of posts, as it is demonstrated by the last endorsement: "E. G. Rathbone, director-general of posts."

The endorsement of M. Ruiz & Co., on warrant No. 3742, is forged, and by comparison of same with the genuine endorsement of M. Ruiz & Co., on warrant No. 2726, it is found that they are so different that it can be ascertained that there was no purpose of imitating same.

## IV.—Miscellaneous Expenses Accounts.

C. F. W. Neely, as chief, bureau of finance, department of posts, rendered monthly accounts of official expenditures made by him, under the heading of "Miscellaneous expenses accounts."

Generally, vouchers were not submitted to support the various items. The majority of the accounts have the following certificate above Neely's signature: "I hereby certify that the above amounts were expended in the manner stated and for the purposes specified and that the authority for the expenditures is vested in me as prescribed in the order of the director-general."

These accounts, covering the period from January, 1899, to March, 1900, were first submitted to the director-general of posts, and after he had endorsed his approval on them they were delivered to the assistant auditor, who would prepare for the signature of the director-general a warrant, payable to the order of C. F. W. Neely, for the amount of each account submitted.

ACCOUNT FOR JUNE.

In the account for June, 1899, certificate No. 3177, dated July 1, amounting to $503.53, marked "Approved and allowed, E. G. Rathbone," and paid by warrant No. 3242, issued by Rathbone and Reeves and endorsed by Neely, the following change appears: "Moving safes, freight and wharf charges, $397.20."

This charge is not supported by any voucher. And during said month of June no safe was shipped by the department of posts from Havana to any of the post-offices in the island, and no payments were made during the entire year 1899, for wharfage or lighterage, with the exception of the Pan-American Express Company, which had, under contract, done a lighterage of the mails, for a stated amount, which was always paid periodically by warrants, and which could not therefore be included in the miscellaneous expenses accounts.

ACCOUNT FOR JULY.

In the account for the month of July, 1899, certificate No. 5014, dated July 28, amounting to $400.58, marked "Approved and allowed, E. G. R," and paid by warrant No. 5014, issued by Rathbone and Reeves and endorsed by Neely, the following charges appear: "Freight, wharfage, lighterage, etc., $246.50" and "El Figaro, $12.00." Total, $258.50.

With reference to the first of these two charges, it can be stated the same thing as with reference to the former account; that it is not supported by any voucher, and during the entire year 1899 not a single dollar was paid out by the department of posts for wharfage and lighterage, with the exception of the Pan-American Express.

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The second charge represents one year's subscription to the "El Figaro" on Rathbone's name, which was delivered at Rathbone's residence.

ACCOUNT FOR AUGUST.

In the account for August, 1899, certificate No. 6637, dated September 1, amounting to $672.01, marked "Approved, E. G. R.," and paid by warrant No. 6701, issued by Rathbone and Reeves and endorsed by Neely and Marshall, the following charges appear: "Laundry for coachman, $28.00; Tyner, $132.01; total, $160.01." The first charge represents an expenditure which can never be considered official, as it represents the laundry of E. G. Rathbone's coachman.

The second charge represents the amount of the following four warrants:

| | |
|---|---|
| No. 1022, March 20, 1899, Luis Sed | $28.55 |
| No. 1024, March 20, 1899, Augustin Canella | 22.83 |
| No. 1025, March 20, 1899, Juan Hidalgo | 22.83 |
| No. 1480, April 8, 1899, H. Tyner, P. M | 57.80 |
| | 132.01 |

Said warrants were returned to C. F. W. Neely, chief, bureau of finance, by H. Tyner, acting postmaster at Cienfuegos, for the reason that the amounts represented by same were already paid by him to the payees from postal funds in his possession. As a result of Special Agent H. H. Williams's exertions, Neely, who had not credited to Tyner's account said amounts, gave him a receipt for same, with which the transaction was ended.

Nevertheless, Neely charged said $132.01 on his miscellaneous account for the month of August and obtained to be reimbursed for that amount as if he had really disbursed same.

ACCOUNTS FOR SEPTEMBER AND OCTOBER.

In the account for the months of September and October, 1899, certificates No. 6803, dated November 1, amounting to $297.22, marked "Approved and allowed, P. H. Bristow," paid by warrant No. 6818, issued by Bristow and Reeves and endorsed by Neely, the following charge appears: "Laundry for coachman, $20.00," which represents the laundry of E. G. Rathbone's coachman, and can not be considered as an official expenditure, but as a very personal one of Rathbone's servant.

ANOTHER ACCOUNT.

In the account attached to certificate No. 8827, dated February 2, 1899, for $414.50, marked "Approved and allowed, E. G. Rathbone," paid by warrant No. 8851, issued by Bristow and Reynolds and endorsed by Neely, the following charge appears: "To amount due on exchange of Spanish gold into currency, $249.50."

No voucher was submitted in support of this charge, which was originated in the sale of $100,000.00 Spanish gold to G. Lawton Childs & Co. by C. F. W. Neely. Neely claimed to have suffered a loss of $249.50 in said transaction, but it was not true, as, besides the fact that during the month of January, in which the transaction was carried out, Spanish gold was worth more in the market of Havana than the rate fixed by the Government—$4.82 for a centen—at which rate Neely ought to and was receiving said coin, only the first lot of $10,000.00 sold by Neely to G. Lawton Childs and Co. was at a slightly lower rate than the official value, and all the subsequent lots were sold at a higher rate than said official value, and therefore the average rate for the entire amount was slightly higher than $4.82 for a centen. So that it appears that there was no loss on the transaction, but, on the contrary, some profit was made.

ACCOUNT FOR JANUARY, 1900.

In the account for the month of January, 1900, certificate No. 9424, dated February 10, amounting to $758.46, marked "Approved and allowed, E. G. R." and paid by warrant No. 9449, issued by Rathbone and Bristow and Reynolds and endorsed by Neely, the following charges appear:

| | |
|---|---|
| Repairs | $169.69 |
| Hardware | 24.00 |
| Miscellaneous supplies | 200.00 |
| Repairs | 60.00 |
| Cuban & Pan-American Ex. Co | 13.89 |
| Total | 467.58 |

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The last charge was paid for freight of three cases of liquor, weighing 120 pounds, received from New York by E. G. Rathbone. No vouchers were submitted for the other charges, notwithstanding the large amount of same and the extreme vagueness of their heading. Besides, repairs were made at the department of posts at that time by men regularly employed for that purpose, and who were paid on the department of posts pay rolls.

ACCOUNT FOR FEBRUARY, 1900.

In the account for the month of February, 1900, certificate No. 9570, dated February 23, amounting to $857.57, marked also, "Approved and allowed, E. G. Rathbone," and paid by warrant No. 9598, signed by Rathbone, Bristow, and Reynolds, and endorsed by Neely, the following charges appear:

| | |
|---|---|
| 1. Miscellaneous for department | $113.46 |
| 2. Fixtures | 119.25 |
| 3. Bazar Universal | 15.00 |
| 4. Hardware | 42.00 |
| 5. Miscellaneous repairs | 198.96 |
| Total | 489.47 |

The headings of charges 1, 2, 4, and 5 indicate that same were fraudulent, which is also proven by the fact that the total amount of said charges being $474.47, the vouchers amount only to $27.75, and the repairs in the department's building were made by men paid on the department of posts pay rolls.

The voucher supporting the third charge is a bill for Japanese lanterns bought by Mrs. Rathbone at the "Seccion X" for an entertainment at their residence in Cerro, which statement is sufficient to prove that this expenditure was not of an official nature.

ACCOUNT FOR MARCH, 1900.

In the account for the month of March, 1900, certificate No. 10233, dated March 27, marked "Approved and allowed, P. H. Bristow," and paid by the corresponding warrant, the following charges appear:

| | |
|---|---|
| 1. Miscellaneous expenses for department | $78.85 |
| 2. Miscellaneous expenses, Cerro | 7.14 |
| 3. Repairs at Cerro | 63.60 |
| 4. *Gas bill, Cerro* | 73.22 |
| 5. Repairs | 135.10 |
| 6. Hardware | 27.64 |
| Total | 385.75 |

The vouchers supporting these charges amount only to $6.58, reducing the amount unsupported to $379.17. And with reference to the headings of same and the charge for repairs, which is repeated, the above statement can be reproduced.

Charges 2, 3, and 4 are not of an official nature, as the amounts of same were expended in Rathbone's residence at Cerro.

FREIGHT.

In addition to the miscellaneous expense accounts there are a number of freight charges, of which the true amount is only a portion of the amount recorded, as is demonstrated by the following statement:

| Period. | Amount charged for freight. | Amount of the vouchers found. | Amount charged in excess of the vouchers found. |
|---|---|---|---|
| 1899. | | | |
| May | $20.00 | | $20.00 |
| November 18 | 457.59 | $457.59 | |
| November | 49.01 | | 49.01 |
| December 9 | 414.21 | | 414.21 |
| December | 174.13 | 167.34 | 6.79 |
| 1900. | | | |
| January | 149.52 | 25.45 | 124.07 |
| February | 147.15 | 24.80 | 122.35 |
| March | 189.07 | 45.36 | 143.71 |
| | 1,600.60 | 720.54 | 880.14 |

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Therefore the accounts for January, February, and March, 1900, are also fraudulent for this reason, and the accounts for May, November, and December 9, certificates Nos. 2696, 7923, and 7964, and December certificate No. 8733, are also fraudulent for the same reason.

The sum of $414.21, paid by warrant No. 7985, which is the total amount of the account dated December 9, is under the following heading: "Reimbursement of freight on P. O. furniture shipped to various offices in the island, as per vouchers filed in the bureau of finance."

And the vouchers filed are those covered by the account of November 18, certificate No. 7404, for $457.59, and by the other account for December, certificate No. 8733, for $368.78, so that the account under consideration is not supported by any voucher, which is in accordance with the fact that no P. O. furniture was shipped to the various officers in the island during the period from November 18 to December 4, 1899; and all these facts prove that said account is entirely forged.

These items of the miscellaneous expenses accounts, unsupported by vouchers, and the heading of which are so vague, conceal personal expenses of Rathbone and Neely, chiefly of the former, and consequently are forged, as they do not indicate the true nature of the expenditures made.

During the month of June E. G. Rathbone gave an entertainment at the residence of Mrs. Jorrin, 528 Cerro, where he was lodging with his family, and the expenses of same, such as ices, confitures, liquors, etc., were charged on the account for said month under the heading "moving safes, freight, and wharf charges, $397.20."

Rathbone gave another entertainment in February, 1900, in his private residence, 547 Cerro, and it is to be supposed that the expenses of same were included in the account for said month under the heading "Freight, 147.15;" "Miscellaneous for department, $113.46;" "Fixtures, $119.25;" "Miscellaneous repairs, $198.96."

The expenses of the campaign to have Rathbone appointed civil governor of the island, were also included in the amounts shown in said accounts.

To carry out these frauds, E. G. Rathbone, director-general of posts, C. F. W. Neely, chief bureau of finance, and W. H. Reeves, assistant auditor for the department of posts, were in collusion.

Said amounts embezzled through the miscellaneous expenses accounts are as follows:

| | |
|---|---|
| Account for June, 1899 | $397.20 |
| Account for July, 1899 | 258.50 |
| Account for August, 1999 | 160.01 |
| Account for September and October, 1899 | 20.00 |
| Another account | 249.50 |
| 1900, account for January | 467.58 |
| Account for February | 489.47 |
| Account for March | 379.17 |
| Freight | 878.14 |
| | 3,299.57 |

V.—Personal Disbursements.

1. E. G. Rathbone, director-general of posts, was lodged with his wife, child, and servants at the residence of Mrs. Sorafina Moliner de Jorrin, 528 Cerro, from March 1 to September 15, 1899, paying a monthly amount for board.

Rathbone and his family had four rooms, three bedrooms and a parlor, in which there was a desk, where Mr. and Mrs. Rathbone received callers and occasionally wrote letters. The servants, Fannie, Samuel Bruner, Santiago Hernandez, coachman, and Amparo Valos, footman, were also lodging in the house; and the use of the coach house and stable was included in the rent paid.

The rent for said parlor, under the pretext that same was a public office, and the rent for the coachman's room, coach house and stable, amounting to $110.00 American money a month, were paid by Rathbone from the postal funds deposited with the North American Trust Company to his credit as director-general of posts, by issuing warrants Nos. 1207, 1853, 2435, 3129, 5012, 5577, and 6138 in payment of the following months due: March, April, May, June, July, August, at the rate of $110.00 a month, and $55.15 for fifteen days due in September, in all $715.15.

2. E. G. Rathbone had some fixtures put in the residence of Mrs. Jorrin, for his own and his family's use, such as water-closet, bathtub, washstand, water heater, sewering pipes, and had some repairs made in the rooms which he was occupying, such as door and wall painting, etc.

The men employed in those fixtures and repairs and the materials used in same were paid with postal funds, as both were included in the account for fixtures and



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repairs made in the department of posts building, O'Reilly street, Havana, and to that effect the following warrants were issued to J. M. Nunez: Nos. 1724 for $57.79, 1788 for $54.00, 1854 for $36.00, 1962 for $9.70, 2284 for $23.50, and 2265 for $4.85, which were cashed by the North American Trust Company.

The following fixtures were also paid for with postal funds: Bath tub, washstand, and cistern by warrant No. 1789 for $71.00, to the order of G. Gardner, and the water heater by warrant No. 1764 for $81.35, to the order of the Instantaneous Water Heating Co., both warrants drawn on the North American Trust Company.

Those payments were thus made by order of Rathbone as director-general of posts, who in this way paid personal expenses with public funds.

The amount of said fixtures is $152.25, but it has not been possible to ascertain the amount paid for workmen and materials, as same are included in the expenses for work of similar nature made in the post-office building of this city.

3. E. G. Rathbone, director-general of posts, for his own use, comfort, or private benefit, and without any authority whatever, bought for his private residence furniture and other articles of domestic use with postal funds under his authority, making to that effect the following payments by warrants drawn on the North American Trust Company, the depository of said funds:

| | |
|---|---|
| Warrant No. 9536, to E. P. Thompson, P. M. Havana, for money orders to Lord & Taylor, New York, in payment of cloth, curtains, linen cloth, mattings, tablecloths, etc. | $121.69 |
| Warrant No. 9473, to do. do. for do. to the order of Woodward & Lothrop, Washington, in payment of porcelain articles, crystal articles, crockery, glasses, dishes, plates, cups, etc. | 133.33 |
| Warrant No. 8698, to do. do. for do. to the order of John Wanamaker, New York, for various articles, as yards of cloth, among which some at $5.00 and more a yard, gloves, buttons, overcoat, dining-room articles, etc., all of which are of domestic use. | 1,356.69 |
| Warrant No. 7938, to do. do. for do. to the order of J. W. Mason & Co., New York, for articles of domestic use, with the exception of three desks for the department of posts, the amount of which is deducted. | 883.91 |
| Warrant No. 8701, do. do. for do. to the order of J. W. Mason & Co., New York, for articles of domestic use, with the exception of a desk and a turning chair, which were forwarded to the department of posts, the amount of which, freight, etc., included, is deducted. | 368.15 |
| Warrant No. 10209, do. do. for do. to the order of J. W. Mason & Co., New York, for domestic use articles, with the exception of three desk and three turning chairs for the department of posts, the amount of which, freight, etc., included, is deducted. | 61.57 |
| Warrant No. 2869, to J. W. Mason & Co., New York, for domestic use articles. The articles forwarded to the department of posts are deducted. | 35.75 |
| Warrant No. 8730, to E. P. Thompson, P. M. Havana, for money orders payable to the New York Furniture Exchange for house furniture. | 237.73 |
| Warrant No. 10071, to do. do. for do. to the order of J. W. Mason & Co., New York, for furniture forwarded to Rathbone's residence. | 24.19 |
| Warrant No. 9514, to do. do. for do. to J. W. Mason & Co., New York, for do. do. do | 58.02 |
| | 3,281.03 |

4. E. G. Rathbone, director-general of posts, for his own use, comfort, or private benefit, and without any authority whatever, bought and kept a carriage with postal funds under his authority, making to that effect the following payments by warrants drawn on the North American Trust Company, the depository of said funds:

| | |
|---|---|
| Warrant No. 754, to J. Barrieu Bro., for a carriage bought | $850.00 |
| Warrant No. 1421, to Manuel Valles, for harness and supplies bought | 306.00 |
| Warrant No. 1011, to Manuel Valles, for harness and supplies bought | 202.57 |
| Warrant No. 7440, to J. Salema, for repairs made and other expenses of the carriages | 253.00 |
| Warrant No. 1929, to Menendez Vega, for a hat for the coachman | 8.83 |
| Warrant No. 1930, to Juan Crucet, boots for the coachman | 15.60 |
| Warrant No. 1208, to Juan Crucet, for do | 15.60 |
| Warrant No. 1725, to Bernardo Valdes, for a suit of clothes for the coachman | 18.35 |
| Warrant No. 1405, to Menendez Vega, a hat for the coachman | 12.38 |
| Warrant No. 3034, to Menendez Vega, for a hat for the footman | 3.88 |

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| | |
|---|---|
| Warrant No. 8051, to Juan Crucet, one pair boots | $6.50 |
| Warrant No. 2536, to Manuel Fernandez, shirts for the coachman | 8.50 |
| Warrant No. 1205, to Bernardo Valdez, livery | 20.83 |
| Warrant No. 1934, to Bernardo Valdez, uniform for the coachman | 40.43 |
| Warrant No. 2710, to Manuel Valles, waterproof for the footman | 26.50 |
| Warrant No. 9903, to A. Roelandts & Co., suits for the coachman and footman | 74.00 |
| Warrant No. 3744, to the Victor Rubber Co., for a rubber tire set | 85.00 |
| Warrant No. 8112, to do. do., for rubber tires | 110.00 |
| Warrant No. 7321, to J. Barrieu Bro., wheels for the carriage | 49.60 |
| Warrant No. 2367, to do. do., repairs on the carriage | 17.00 |
| Warrant No. 7949, to M. Valles, for do. do | 64.50 |
| Warrant No. 9506, to Manuel Valles, repairs on harness | 32.05 |
| Warrant No. 3530, to Manuel Valles, supplies for carriage and harness | 13.94 |
| Warrant No. 8719, to Manuel Valles, harness supplies | 21.75 |
| Warrant No. 6710, to Juan Villamil, for board of Rathbone's horses | 63.00 |
| Warrant No. 2107, to Manuel Valles, carriage supplies | 7.11 |
| Warrant No. 7322, to Manuel Valles, do. do. do | 7.00 |
| Warrant No. 10227, to Manuel Valles, supplies for carriage | 2.25 |
| Warrant No. 1270, to Pedro Santie, horse feed | 5.84 |
| Warrant No. 2365, to Pedro Santie, for do | 5.83 |
| Warrant No. 8105, to Juan Villamil, stable rent | 86.50 |
| Warrant No. 5499, to Manuel Valles, carriage supplies | 1.70 |
| Warrant No. 11025, to Manuel Valles, carriage and harness expenses | 6.70 |
| Warrant No. 8117, to Francisco Echegoyen, veterinary fees | 4.86 |

5. E. G. Rathbone, director-general of posts, appointed Santiago Hernandez, Amparo Vales, Pedro Lloveras, and Jose Claro employes of the department of posts, and as such they collected, respectively, from the Cuban public funds the following amounts for salaries: $991.20, $214.70, $212.70, and $115.00; total, $1,432.98—appearing on the pay rolls as coachman the first one, footman the second, and also as messenger and workman; as porter the third, and as workman the fourth.

None of them worked or did anything in the department of posts, and were all employed in the personal service of Rathbone in his private residence at Cerro—Hernandez as coachman, Vales as footman, Lloveras as gardener, and Claro as groom.

Consequently E. G. Rathbone, abusing of his power as director-general of posts, was paying his personal expenses with postal funds under his authority.

The above classified expenses amount to $8,031.31, as it appears from the following summary:

| | |
|---|---|
| 1st | $715.15 |
| 2nd | 152.25 |
| 3rd | 3,281.03 |
| 4th | 2,449.90 |
| 5th | 1,432.98 |
| | 8,031.31 |

## VI.—Per Diem.

On December 21, 1898, E. G. Rathbone, as it has been already stated, was appointed director of posts of Cuba, with a salary of $4,000.00 a year, by the Postmaster-General of the United States.

On January 23, 1899, Rathbone requested the Postmaster-General to have his personal expenses paid for by the Department, and by order No. 30, dated on said month of January, a $5.00 per diem was allowed him to be counted from January 1, 1899, in addition to his salary.

On March 30, 1899, Rathbone asked for a new increase of compensation, and the Postmaster-General fixed his salary at $6,500.00 a year, to be counted from August 1, 1899, and suppressed the per diem.

But after August 1, 1899, Rathbone collected his salary at the rate of $6,500 a year and continued taking the per diem from the public funds under his authority up to April 30, 1900, although he was aware that he had no authority to do so. The sum thus embezzled amounts to $1,365.00.

## VII.—Trip Around the Island.

1. Warrant No. 1203, for $500 American money, payable to the order of W. E. Wilmot, Rathbone's private secretary, was issued April 4, 1899, by direction of E. G. Rathbone, who subscribed same, on the postal funds deposited with the North

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American Trust Company, to pay the expenses of an inspection trip around the island.

On the following day, April 5, Wilmot cashed the warrant, and on April 19 rendered an account of the expenses of the trip in the form directed by Rathbone. It appears from said account and the documents attached to same that $280.07 were expended by Rathbone, his wife and child, the said Fannie Flanagan, the interpreter Samuel Bremmer, and Wilmot during the trip, and that the balance, $219.93, was returned. They sailed from Havana on April 6, landed at Santiago de Cuba on the 11th, and returned on the 12th, arriving to Havana on April 19.

As Rathbone had $5.00 per diem for his expenses besides his salary, and his family had no official character, the expenses of that trip must be considered private expenses, with the exception of the transportation expenses of Rathbone, and the following amounts ought not to have been charged to the public funds, as they were: $12.00 paid to the Compania de Vapores Sobrinos de Herrera for the tax on passengers' tickets given gratis to Mrs. Rathbone, the child, the maid, and Miss Jennings; $12.00 paid for rooms at the Hotel Casa Grande; $26.00 paid for meals at the restaurant "La Venus," and $50.00 paid for meals extra on board of the *Comal;* total, $100.00.

2. *Warrant No. 1204.*—Besides warrant No. 1203, for $500.00, warrant No. 1204 was issued for the same amount to pay also the expenses of E. G. Rathbone, director-general of posts, during the inspection trip around the island.

W. E. Wilmot lost this last warrant at Santiago de Cuba, and advised immediately the department of the loss, which was informed to the North American Trust Company, on which the warrant was issued, which ended the transaction, as the proceeds of warrant No. 1203 covered the expenses of the trip and left a balance of $219.93 that was turned over to the treasury.

But on June 30 Rathbone issued warrant No. 3167 to his own order for $500.00 in lieu of the lost warrant No. 1204, which he endorsed and cashed on July 5, appropriating the proceeds of same.

3. *Trip to the United States during April and May.*—On April 22, 1899, by direction of E. G. Rathbone, director-general of posts, warrants Nos. 1727 and 1728 were issued against the postal funds deposited with the North American Trust Company for $500.00 American money each, payable to Rathbone, who subscribed same. According to the attached certificates Nos. 1731 and 1732 said warrants were issued to pay the expenses of a trip to the United States made by order of the Postmaster-General.

The two warrants were cashed by the North American Trust Company, No. 1727 on April 24 and No. 1728 on May 19, 1899, and Rathbone received the total amount of them both.

Rathbone's private secretary, W. E. Wilmot, rendered an account of the first warrant by Rathbone's direction and in the form indicated by him, from which it appears that $425.45 were expended on the trip to the United States during the months of April and May, 1899, and that the balance, $74.55, was returned.

That amount was not really returned, and it appears from the vouchers attached to the account rendered that $123.36 of the amount expended were employed to cover the expenses of a voyage made by Rathbone and his secretary, Wilmot, to Cincinnati, Cleveland, Hamilton, and other places in Ohio, where they went for Rathbone's private affairs, and stayed from May 4 to 14.

No account was rendered for the second warrant, and no portion of same can be expended in a legitimate manner, as former warrant covered all the expenses of the trip and left a surplus.

Consequently, E. G. Rathbone appropriated for his own use from the public funds under his authority $500 from warrant No. 1728 and $74.55 from warrant No. 1727, and paid with said funds private expenses amounting to $123.36; total, $697.91.

4. *Trip to the United States in September and October.*—On October 21, 1899, E. G. Rathbone, director-general of posts, authorized by the Postmaster-General, went from Havana to the United States, with his private secretary, W. E. Wilmot, and stayed there until November 25, 1899.

Three warrants were issued to pay the expenses of this trip, for $500 each, on the following dates: October 21 and November 4 and 20. Rathbone collected the total amount, $1,500.00.

According to the account rendered upon the return of the trip the official expenses amounted to $826.77, and the balance, $673.23, was turned over to the auditor for the department, as per receipt attached to the account.

The hotel expenses at New York (Hotel Empire), amounting to $236.15, not only includes Rathbone's, but also the expenses of Mrs. Rathbone, the child, and the maid (who had no official character) from November 13 to 25.

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Seventy-one dollars and thirty-six cents expended by E. G. Rathbone on a trip to Cleveland, Cincinnati, Ohio, which had nothing to do with the department of posts, were also charged to the postal funds.

In the hotel expenses at Washington (Hotel Raleigh), $126.14, Mrs. Rathbone's expenses from November 11 to 14, amounting to $54.87, are also included.

The devolution of the $673.23 was a fraud, as although Rathbone appears to have returned same to W. H. Reeves, assistant auditor, and the latter stated that he turned them over to C. F. W. Neely, chief, bureau of finance, the money came back immediately into Rathbone's possession.

Therefore $959.96 were embezzled.

5. *T. G. Peddicord.*—Estes G. Rathbone, director-general of posts, issued warrant No. 11029, dated April 21, 1900, for $41.50, against the postal funds deposited with the North American Trust Company, to the order of himself, Rathbone, to reimburse himself of alleged expenses paid by him for a trip made from Miami to Havana and return by Thomas J. Peddicord, of Oakland, attorney attending Rathbone's private affairs at Hamilton, Ohio.

As a foundation for his claim, Rathbone alleged that Peddicord came to the island to see whether it was convenient for him to accept the position of solicitor for the department of posts, and finding out that it was not convenient for him he returned to the United States.

As Peddicord was not at the Government's employ and as his voyage was not official such allegation only demonstrates the undue employment and appropriation of public funds.

## VIII.—$12,000.00.

1. On July 1, 1899, there was an alteration of the system of deposits of postal funds with the North American Trust Company, by which funds were to be deposited in the future to the credit of E. F. Ladd, treasurer for the island, instead of to the credit of E. G. Rathbone, director-general of posts.

On July 21, 1899, C. F. W. Neely, chief bureau of finance, deposited with the North American Trust Company postal funds to the amount of $12,000.00, which, by mistake, were entered to the credit of the director-general of posts.

In order to have the mistake corrected, Rathbone wrote a letter on the 26th to the North American Trust Company requesting that the deposit would be transferred to the credit of the treasurer for the island, which was done, and E. F. Ladd issued the corresponding certificate of deposit No. 1079 and therefore both accounts were duly settled.

The auditor was not informed of this transaction, and on November 7, same year, Neely showed Reeves the book in which he had entered the deposit made in the bank, stating that as the North American Trust Company had credited the $12,000.00 both to Rathbone and Ladd's accounts, they were claiming the damage suffered and exacting that the matter should be straightened, upon which Reeves issued warrant No. 7088 for $12,000.00 for "deposit to the credit of Rathbone through error" and had same signed by P. H. Bristow, who was at the time acting director, explaining him that said warrant should not be collected, and that same was issued merely to straighten an entry at the North American Trust Company, correcting an error, the correction of which was rightfully claimed by said bank.

But on the same day, November 7, Neely cashed the warrant, collecting from the North American Trust Company the $12,000.00, which he appropriated. Subsequently, on December 15, Neely deposited said amount with the North American Trust Company to the credit of the director-general of posts and obtained the certificate of deposit for said sum as if it were an original deposit of $12,000.00 of postal funds. Consequently two deposits of $12,000.00 each were entered to the credit of the chief bureau of finance, both on the books of the bureau of finance and on the books of the auditor's office, one dated July 21 and the other December 15—two credits for the same $12,000.00 and therefore one of them was fraudulent.

When the postal accounts were examined at the time that the facts of this case were investigated only one deposit of $12,000.00 was credited to C. F. W. Neely.

2. *$5,000.00 stamp package.*—On the evening before his departure for the United States on April 28, 1900, Charles F. W. Neely, chief bureau of finance, department of posts, told Corydon M. Rich, second chief of said office (state witness), in the room of the hotel in which they both were boarding, that he had left in the small safe in the vault one stamp package of the new issue, $5,000.00, to be sold during his absence and the proceeds of same to be divided by halfs between them both.

Said package was delivered by Rich to the military governor of the island. Subsequently it came into the possession of the court and contains 50,000 10-cent stamps.

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3. *Neely's salary.*—Chas. F. W. Neely, chief bureau of finance, prior to his departure for the United States, April 28, 1900, took from the money-order funds under his custody $255.50, appropriating same and leaving a receipt for his salary of the following month of May for the same amount.

Inspectors H. H. Williams and G. L. Seybolt found said receipt in the safe of the bureau of finance, where it was carried as cash at the time they inspected the office. Upon their statement that it was not right to do so, Corydon M. Rich, Neely's substitute, handed them said amount, which was immediately replaced in the safe.

## IX.—R. H. Cowan & Co.

Charles F. W. Neely, appointed chief bureau of finance by order No. 4 of E. G. Rathbone, director-general of posts, had under his control the supplying of blank forms and stationery to the various offices of the department of posts, and performed said duty, buying whatever he thought fit from the Neely Printing Co., of Muncie, Indiana, in which he, Neely, had the largest interest. In order that his name should not appear in the transaction with the department, he had said transactions made under the name of R. H. Cowan.

Neely made and received the orders and allowed the bills, which were approved by the director-general.

So that this service was established in such a manner that Neely sold to the department such articles as he wanted to sell, and for the prices that he wanted to fix.

With the profits made out of this business by the Neely Printing Company, C. F. W. Neely could obtain to be paid more than $5,000.00 of the mortgage he had on said company before the maturity of the terms.

Neely could also, through Ross H. Cowan, the owner of said Neely Printing Company, pay at the rates of 50 and 75 cents on the dollar, some debts he had prior to his being appointed in the Cuban postal service.

The bills of the Neely Printing Company for the period from May, 1899, to April, 1900, amount to $10,069.15, from which amount Neely secured a commission, probably of ten per cent as a minimum, besides what has been stated above, as the first two bills, which were the only bills paid by warrants, one dated May, 1899, and the other dated June, 1899, for $538.00 and $515.50, respectively. Neely secured a commission of $63.80 on the first one and $51.00 on the second, as he only paid to the company $447.20 and $464.00, respectively.

2. *Keyless Lock Company.*—The department of posts bought furniture from the Keyless Lock Company, a concern of Indianapolis, Indiana, making especially P. O. furniture, for the various post-offices in the island, to the amount of $14,879.25, which, with the addition of $1,381.90 paid for freight, made a total of $16.261.15.

On the net price, $14,879.25, the Keyless Lock Company paid to Charles F. W. Neely, chief bureau of finance, department of posts, who was charged of making the purchase, a commission of 22.12 per cent, or $3,292.00.

Said amount was paid with checks drawn by the Keyless Lock Company on the Union National Bank of Muncie, Indiana, payable to Neely, and one of them for $2,972.00 was deposited with said bank provisionally to the credit of its president or manager, C. A. Spilker.

3. *$4,600.00.*—On April 28, 1900, Charles F. W. Neely, chief bureau of finance, department of posts, between 11.30 and 12 a. m., put upon the desk of W. H. Reeves, assistant auditor and auditor for the department of posts, a package containing $4,600.00 American money, telling him: "You have here, Doctor, something to practice dentistry with, and now make the books talk."

Although Reeves refused to take it, Neely went out and a few minutes later took a boat to go on board the steamer, on which he was to sail in the evening for New York.

Neely wanted Reeves to make a crooked adjustment of the postal accounts in order to conceal the frauds that might be shown on same.

Reeves informed General Leonard Wood, military governor, of this fact, and handed him $4,000.00. The balance, $600.00, was taken possession of at the residence of Reeves.

## X.—Spanish Copper Coins.

Among the postal funds received at the bureau of finance, department of posts, from the various post-offices in the island there were large amounts of Spanish copper coins.

On January 7, 1899, E. G. Rathbone, director-general of posts, directed C. F. W. Neely, chief bureau of finance, to receive the Spanish copper coins in the form indicated by the order of the President of the United States dated December 20, 1898,

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published in the Gazette of Havana, providing that the Spanish copper coins should be received for its face value in amounts not exceeding 12 cents.

On April 3 Rathbone authorized Neely to dispose in the most profitable manner of the Spanish copper coins on hand, which, according to Neely's statement, amounted to $8,000.00; and to direct the chief bureau of postal accounts to give him credit for the difference between the face value of the Spanish copper coins and the proceeds of the sale of same.

On same date Rathbone directed W. H. Reeves, chief bureau of postal accounts, to give Neely said credit in accordance with the above order, of which a copy was forwarded to him.

On May 4 Neely directed Reeves to comply with said order of the director-general of posts, crediting his account with $4,345.00.

On both the auditor's books and the books of the bureau of finance the credit of $4,345.00 allowed to Neely has been recorded.

The vouchers of this transaction have disappeared, no explanation of same was ever made, and $2,000.00 were embezzled from the postal funds and equally divided between Rathbone and Neely.

### XI.—Sale of Stamps.

Another of the permanent system or means of embezzling employed by C. F. W. Neely, chief bureau of finance, was to appropriate a portion of the proceeds of the daily sale of stamps at the Havana post-office. For that purpose he directed the stamp clerks, Eduardo Moya Fernandez and Jorge Mascaro Alberti, not to record the entire amount of the daily cash sale of stamps on the books and requisitions, and to turn over to him the unrecorded amount.

Corydon M. Rich, assistant chief bureau of finance, who has been declared state witness and can not be prosecuted unless it was proven that he had directly profited of these embezzlements, was aware of this fact, and assisted in filling the daily requisitions for stamps.

It has been ascertained that $1,500.00 worth of surcharged postage stamps were sold in the above-referred manner, at the rate of $100 a day.

It has also been ascertained that on each of the following dates—April 25, 26, and 27—sales and appropriations of $100 a day (total, $300.00) were made, 2,000 5-cent stamps of the new issue being thus sold.

On May 5, 1900, E. P. Thompson, postmaster at Havana, was informed by Corydon M. Rich that these sales had not been recorded, and, supposing that it was due to a mistake, directed Moya to correct the error on the requisitions by making new ones and on the corresponding entries of the books by correcting same in such a manner that the exact amount of the sales should appear recorded.

Moya and Mascaro complied with the order of their chief, and no crookedness can be supposed neither in the order nor in the fact that it was complied with, since the mistaken requisitions have not disappeared and the corrections made were acknowledged since the beginning and are very apparent.

## SECOND.

I. The facts stated in No. I, first accusation, constitute the crime of embezzlement, defined and punished by sec. 55 of the Postal Code, and the crime of falsity in public document, to which reference is made in article 310 of the penal code, which can only be considered in order to graduate the punishment of the former within the large power vested by the special law on the court.

II. The facts stated in No. II constitute a crime of embezzlement, described and punished by section 55 of the Postal Code, and the crime of falsity on official document, to which reference is made in article 310 of the penal code, which, as it has been stated, shows, for No. I, can only be considered to increase the punishment within the large power vested on the court by the special law, sec. 55.

III. The facts stated in No. III constitute: Fact A, a crime of embezzlement; fact B, another crime of embezzlement; fact C, a crime of embezzlement and a crime of falsity on official document, which are all punished by the legal provisions above referred to; and it is also to be repeated with reference to the crime of falsity of fact C, what has been already stated.

IV, V, and VI. The facts stated in Nos. IV, V, and VI constitute three crimes of embezzlement, described on section 55 of the Postal Code.

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VII. Each one of the facts of this case, marked from 1 to 5, constitute a crime of embezzlement, according to section 55 of the Postal Code.

VIII. The facts of the cases of No. VIII marked 1, (*a*), and 3 constitute three crimes of embezzlement, described by section 55 of the Postal Code.

IX. The facts under the headings "R. H. Cowan & Co.," "Keyless Lock Company," and "$4,600.00," which are three cases of No. IX, first accusation, are not mentioned in the Postal Code, and constitute, the first one the crime of indirect illegal exetion of article 408, Penal Code, and the second the crime of direct illegal exetion of said article 408, and the third the crime of bribery of article 398 of the Penal Code.

X. The facts of this number constitute the crime of embezzlement, section 55, Postal Code.

THIRD.

The persons responsible of having committed the crimes of Nos. I, II, III, and IV are Estes G. Rathbone, Charles F. W. Neely, and William H. Reeves; for the crimes of Nos. V, VI, and VII, Estes G. Rathbone is responsible, and Charles F. W. Neely and William H. Reeves are also responsible for case 4, No. VII, for their sharing in the appropriation made by Estes G. Rathbone of the $673.23 by giving a receipt for the supposed devolution; for crimes of No. VIII Charles F. W. Neely is responsible; for the crimes of No. IX Charles F. W. Neely is responsible; for the crimes of No. X Charles F. W. Neely and Estes G. Rathbone; and for the crimes of No. XI and last Charles F. W. Neely, Eduardo Moya Fernandez, and Jorge Mascaro Alberti.

FOURTH.

There are no modifying causes of criminal responsibility to be considered.

FIFTH.

The punishments that, according to the judgment of the fiscal, ought to be imposed on each of the responsible persons are as follows: For the crime marked No. I, ten years imprisonment and a fine of $122,631.00; for the crime marked No. II, six years imprisonment and a fine of $858.00; for the crime of case A, No. III, one year imprisonment and a fine of $8,057.00; for the crime of case B, No. III, six months imprisonment and a fine of $125.00; for the crime of case No. III, C, three years imprisonment and a fine of $53.00; for the crime of No. IV one year imprisonment and a fine of $3,299.00; for the crime of No. V, a fine of $8,031.00; for the crime of No. VI, a fine of $1,365; for the crimes of No. VII, as follows: Case 1, a fine of $100.00; case 2, six months imprisonment and a fine of $500.00; case No. 3, six months imprisonment and a fine of $697.00; case 4, six months imprisonment and, besides, a fine of $959.00 for Estes G. Rathbone and a fine of $637.00 for Charles F. W. Neely and William H. Reeves; case 5, a fine of $41.00; for the crimes of No. VIII, as follows: Case 1, six months imprisonment; case 2, six months imprisonment; case 3, a fine of $255.00; for the crime marked No. IX the fiscal do not ask now any punishment, as same is not a crime of embezzlement, for which the extradition of Charles F. W. Neely, who is responsible for same, was only granted; for the crime of No. X, one year imprisonment; and for No. XI, one year imprisonment and $1,800.00 fine for Charles F. W. Neely and six months imprisonment for Eduardo Moya y Fernandez and Jorge Mascaro y Alberti. The punishment of six months imprisonment ought also be imposed, in order to avoid the impunity; in those cases where the punishment of a fine being the only one imposed, same could not be collected on account of the insolvency of the person indicted, as the court, according to section 55 of the Postal Code, may impose, to its judgment, the punishment of imprisonment or fine, or both punishments together.

SIXTH.

No civil responsibility (to which the Postal Code does not refer) can be exacted in this criminal plea without interfering with what could be done in the proper way and form.

The fiscal intends to use the following proofs:

1. The defendants' confessions in case they would depose.

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2. The proofs taken from the attached list of documents.
3. The proofs by witnesses (a list of same is attached).
4. The proofs by experts—auditing, mercantile, caligraph, and surveying experts (included in the attached list).

The fiscal requests that the attached certified copy of the plea of the United States *vs.* Charles F. W. Neely, on the attachment of the Neely Printing Co., before the judge of the district court of the United States for the district of Indiana, in which it is declared that the said printing company belongs to Charles F. W. Neely, be translated for the proofs by document.

The fiscal requests that the colegio de corredores (brokers' association) of this city should be asked to inform on the rates at which the Spanish copper coins were sold in April and May, 1899.

In view of what has been stated on No. IX, first accusation, the fiscal requests, according to article 637, No. 2, of the law of criminal proceedings, that Edward Payne Thompson should be declared not guilty.

Havana, October 12, 1901.

ARTURO HEVIA, *Teniente Fiscal.*

Translated by R. H. Alfonso, appointed official translator, and interpreter for this case.

RICARDO H. ALFONSO.

I also present a *literal translation* of my answer to the "accusacion."

**Exhibit No. 16.**

*To the first section of the criminal court:*

Pablo Desvernine and J. A. Gonzales Lanuza, attorneys for Mr. E. G. Rathbone in the action brought against him personally and others as a consequence of the frauds which have occurred in the department of posts, declare:

That as we are not in accord with the provisional conclusions of the fiscal, we establish on our part, and with the same character of provisional, the following:

FIRST CONCLUSION.

As the fiscal divides his first conclusion in different headings, in order that the discourse may be impressed with all possible clearness, we shall also divide this, our first conclusion, into paragraphs corresponding to those of the fiscal:

I. With respect to the events which are referred to in the chapter headed by this roman numeral in the accusation we must assert the following:

(*a*) It is not true that our client appointed Mr. C. F. W. Neely as employé of the department of posts; he was appointed in Washington, and arrived in Havana with warm official recommendations, principally from the functionary entitled "First Assistant Postmaster-General," who fills a position which may be similar to the position known in Spanish as "sub-secretary of communications" (sub-secretario de comunicaciones).

(*b*) Neither is it true that our client appointed Mr. W. H. Reeves; he was also appointed in Washington, and reached Cuba recommended by Mr. A. L. Lawshe, who occupied at that time an official position in Cuba as "deputy 6th auditor," a position which involves in the "Auditor's Office" in the United States the inspection of accounts rendered by the Post-Office Department. The department of posts at Washington was the department that sent Mr. Reeves to Cuba. In the case of this employé, as well as in the case of Mr. Neely, our client did nothing more than to assign them to the posts in which they were to render their services; and if he assigned them to positions of trust, it was done because these very recommendations with which they came and the authoritative character of their authors naturally impelled such a decision.

(*c*) When Mr. Reeves came to Cuba he had given a bond in the United States to the postmaster at New York in the sum of $1,000.00. Mr. Rathbone, notwithstanding his recommendations, made him give bond in the sum of $5,000.00, which he furnished through the company known as the "Fidelity" of this city.

(*d*) General order No. 10 of the department of posts of Cuba, ratified afterwards by order No. 12, and incorporated therein, created the bureau known as "postal accounts," fixing the duties of its chief. We do not enumerate these because they may be seen in said order, which, besides being contained

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in the proceedings of this suit, it is contained in one of the documents which I accompany hereto (Report upon the Frauds and Embezzlements of Cuban Postal Officials, by J. L. Bristow), on page 42. In this order it is expressed, near its end, that all laws, rules, and regulations of the United States concerning the adjustment and liquidations of postal accounts are declared in force, in so far as they may be applicable to the service, such as it is organized, or accepted by the director-general of posts.

(*e*) By order No. 6 of the same series there was created in the department of posts a bureau known as that of "finance." The chief of this bureau was assigned the duties of custodian of postage stamps, stamped envelopes, postal cards, and all stamped matter, and of supplying the postmasters with same, and also other duties which are contained therein, making it imperative upon him to render an account of these services to the director-general of posts every three months. (See the report of J. L. Bristow, page 4.)

(*f*) Mr. Reeves was placed in charge of the bureau referred to in paragraph (*d*), and Mr. Neely was appointed chief of the bureau mentioned in paragraph (*e*). All of the orders referred to were approved a few months later and ratified when the postal code now in force was promulgated.

*g*) The fiscal does not express matters as he should when he states that our client "permitted, consented, and therefore tacitly authorized," Neely to collect the proceeds of the postal service; giving the matter itself a clandestine, private, and peculative character. On the contrary, he assigned to him these duties openly and publicly, without any concealment whatsoever, as a natural attribute of the position he had conferred upon him; and this was officially published in each case, and was sufficiently known to the superior authorities both of Cuba and Washington.

(*h*) We are not assured that the quantities which are given in the statement under "Resumen," which the fiscal transcribes on page 4 of his accusation which he calls "Documento pericial No. 4" (Experts' Document No. 4), are true and correct. If that which is set forth therein is true, we can always affirm, as we do affirm, that Mr. Rathbone had no knowledge thereof further than what had been made known by this suit; that nothing of this kind was known to him. For this reason we deny the open statement of the fiscal to the effect that the fraud, which he calls "permanento" (permanent) and which he attributes principally to Mr. Neely, was effected through connivance with our client. And as to all the rest which is claimed to have been perpetrated by Mr. Neely in Chapter I of the conclusion of the fiscal, and of which it is affirmed that Reeves and our client were participants, we deny, definitely and on the part of our client, such participation.

(*i*) Notwithstanding the foregoing general denial, we have to assert that, far from participating in any fraud, Mr. Rathbone caused special agents to examine the accounts rendered by Neely, which were really and actually rendered. The reports of these agents were favorable to the accountant in every respect, and constituted a new, warm, and efficacious recommendation in his favor. It is to be remembered that these agents were appointed or recommended at Washington, and one of them, Mr. Geo. L. Seybolt, was personally recommended by Mr. J. L. Bristow, author of the report hereinbefore referred to, and a person who figured considerably in this case as prosecutor of the frauds committed in the postal service.

(*j*) As to that which refers particularly to the burning of the stamps, it must be said that taking into consideration the confidence which our client had naturally to place in Neely and Reeves and the positions which they occupied, he had to appoint them to carry out the burning of the stamps. But the singular part of it is that he should appoint (that is, supposing that the criminal combination which the fiscal claims did exist) Mr. Marfield, a third and innocent party, expressly so qualified by the same fiscal, and a man who was never known to be an imbecile or who could be very easily duped. Besides this, Mr. Rathbone's chief clerk, Mr. P. H. Bristow, who was officiously invited by one of the members of the committee, witnessed part of the work referred to and saw nothing more than the legitimate burning of the stamps, which were destined for destruction.

(*k*) On June 5th Mr. Rathbone ordered, carrying out the recommendations contained in the report of Messrs. Sullivan and Letherman referred to by the fiscal, that postmaster should render monthly accounts both to the bureau of finance and to the bureau of postal accounts. The order was complied with in so far as the first-mentioned bureau is concerned, but was not complied with in regard to the second bureau, because same was abolished a few days afterwards,

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not exactly by order of our client, but on account of a reorganization of a general character approved and ordered by the Government in Washington.

II. (*a*) In the first place and in so far as concerns all of the events included in this chapter, we must make a general denial to the statements made by the fiscal (which we qualify as gratuitous) relative to a criminal conspiracy entered into by our client. This is absolutely false, and now and once for all we must protest against it. The prosecution will have to prove that Mr. E. G. Rathbone entered into this combination of criminal violations. So long as it is not proven our personal denial will be sufficient for the court to esteem that such a thing never occurred. In all of these wrong transactions, if they really existed, our client has been a victim and had been duped, and so cleverly duped, that as often as he tried to investigate, as much as was in his power, the transactions of the imposters, the deceit always triumphed, being even efficacious as against the special agents who investigated all of Neely's doings as often as they were submitted to such an investigation.

Neither is it true that Mr. Rathbone participated either consciously or unknowingly in any of the illicit gains which the fiscal attributes to Neely and Reeves, as the direct executors of the criminal acts by which they were obtained. If the amounts embezzled were divided, he did not share in them in any way. All that is said in this respect we declare and esteem as false in every particular, and we deny same in the strongest terms and in every respect.

(*b*) We must also designate in a general way, in regard to the operation which the fiscal attributes to Neely, certain matters very worthy of being considered, for without them it is not possible to form an opinion of said operations which appear as another general system of frauds. In the first place it appears, as the fiscal admits that the second checks to which this Chapter II refers were issued through error probably; that they were sent to those who were to cash them; that these parties did not cash them, but that they returned them to Havana to the bureau of finance in charge of Neely; that the latter transmitted them anew in order that they should be endorsed to the order of the director general (Rathbone), saying that this was necessary in order to reimburse the postal funds with same. All this is affirmed by the fiscal; we do not know that it is true, but we do not doubt that it may possibly be true. Now the fiscal states, in the preliminary paragraph of his "Chapter II," something which is not possible and which can not be true, that these duplicate checks reendorsed to the director general "were deposited in the North American Trust Company as postal receipts and not as funds returned on account of having been irregularly disbursed."

This can not be true, because, in order to do so it would have been necessary for the employes of the bank to make it appear fraudulently; that the amounts of the checks were entered on its accounts as cash and not in the form of checks issued by the director general in favor of a third party and by the third parties endorsed over to the director general of posts. In this case the bank would certainly credit the account of the department of posts with the amount of the checks, but previously it would have to debit this account with the same account. With what money was this payment made? With the funds from which the same check was withdrawn and against which it was drawn. This check read as follows: "Take five thousand dollars out of my money and again place five thousand dollars back." It was therefore impossible to remit them to the bank as new postal funds. In this case the fiscal errs incomprehensibly.

But what crime has Mr. Rathbone committed in all this? Is it the act of having signed the check after it had been returned to him by the payee endorsed to his order, in order to send it to the bank with his signature equivalent to his "receipt?" If so, this was a legitimate matter—legitimate in every respect and rational. He was shown the duplicate, and it was stated to him that it was necessary to correct the error. To do this was necessary to remit the check to the bank in order that it might be charged to the account of the director general and paid to him without actual payment in cash and without withdrawing the amount from the bank. That this amount was never withdrawn from the bank has already been admitted by the fiscal. Where does the crime appear in this case?

The criminality cannot consist in having attached his signature to same, equivalent to any other "receipt." It would have consisted, in every case, in issuing the duplicate with intent to defraud. But the fiscal himself says that these duplicates were the result, probably, of a new error. Moreover, on various occasions—the greater number—it was not Mr. Rathbone who issued the orig-

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inal and also the duplicate checks, but it was, in his absence, Mr. P. H. Bristow who issued the former and the latter, or both, as we shall make it appear hereafter.

If, taking advantage of those errors, Neely appropriated the money of other postal receipts, will the fiscal explain to us why he appropriated the money in this way? We do not understand it. He could simply have put the money in his pocket without having to go about all this. Now, would he fail to charge the second check issued or the first? Then and only in that case could he take from other funds the equivalent of the second checks. All of this should be clearly proved by the fiscal at the trial, and we shall wait and see how he does prove it; because the transaction which he attributes to Neely, as direct executor, is not comprehensible; and besides, even if it were, how could Mr. Rathbone be charged with the crime? This is still more incomprehensible.

(*c*) Having established the former observations, we will now take up the checks which were forwarded to Cardenas. In so far as these are concerned, the originals as well as the duplicates, the first issued on May 11th, 1899, and the others on the 18th of the same month, were issued during the absence of Mr. Rathbone, as he departed for the United States on April 23rd and returned on May 24th. The issuance of both, therefore, was effected by Mr. P. H. Bristow, who substituted him, and whom no one has thought of prosecuting in this action, and whom the fiscal considers to be an honorable person. If, later on, Mr. Rathbone endorsed the duplicate when it was returned to him, which is equivalent to his having received the money, we believe that we have already shown that this is legitimate.

(*d*) In so far as concerns the checks which were forwarded to Mantanzas, three of the originals were issued on April 7th, one on the 17th of the same month, and the other on the 18th of May. Mr. Rathbone's trip around the island was from the 6th to the 19th of April; his trip to the United States, as we have already stated, was from April 23rd to May 24th; from April 6 to May 24th Mr. Rathbone did not act as director-general of posts in any instance, not even during the few days intervening between one trip and the other, and during all of this time Mr. Bristow acted as such, and it was he who issued all of these original checks. As to the duplicates, only the one of May 29th was issued by our client, who could have no idea of the original having been issued; the rest of them, all of the 18th, were also issued by Mr. Bristow. In this respect the fiscal errs in stating that Mr. Rathbone issued all of the duplicates; there are five of them, and he issued one, the original of which was not even issued by him.

(*e*) Those of Santa Clara, both originals and duplicates (4 and 18 of May, 1899), were all issued by Mr. P. H. Bristow.

(*f*) In regard to the only one which was forwarded to San Diego del Valle, if it is true that our client issued the duplicate on June 15th, 1899, it is also true that the original was issued on May 11th, 1899, by Mr. P. H. Bristow.

(*g*) As to the only one which was issued in duplicate and forwarded to Cascajal, we can not say at the present writing whether the original and duplicate were issued by our client. Both are dated June 12 and 13, during which time he was performing his duties in his position. If on both of them his signature appears we can not say if they are legitimate. We beg to call attention to the fact that the fiscal agrees that the signature of the payee, Arias, has been forged; this false signature was made by Reeves, as he has confessed same in the proceedings of this suit, but the fiscal does not mention this fact in his accusation. Now, we repeat anyway, notwithstanding that the fiscal agrees that the issuing of the duplicates was not maliciously done, but erroneously, all of our general denials that Mr. Rathbone did not fraudulently participate in any of these occurrences, nor participated in any moneys fraudulently obtained.

(*h*) The case of the two checks issued to pay the salary of Mr. Julius W. Ericksen, which were remitted to Trinidad, is the most singular of all. The fiscal's own statement excuses Mr. Rathbone in this case. The duplicate was issued knowingly and also honestly; the object of it was to pay the salary of an employe who ceased to be employed and was returning to the United States and had not received the first check, which was sent to the office which he held, as he left before it had arrived. The first check should be destroyed, as Mr. Ericksen was leaving for the United States and the check was on its way to Trinidad and could not be endorsed by him in favor of the director-general of posts. But this was not done; it was endorsed in favor of the director-general of posts, and it was Reeves (we know it was, because he has confessed it in

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the proceedings of the case) who signed the name of Ericksen, and which the fiscal says is forged. Who was it who signed the name of the director-general to this check, which was equivalent to his receipt, in order to forward it to the bank? Was it Rathbone? No! it was P. H. Bristow, and the fiscal admits and declares that it was, in this paragraph of his accusation. To comment on this would be folly.

(*i*) Let us take up Tunas de Zaza. The endorsement on the duplicate was forged by Reeves. He confessed this in the proceedings of this case. Is the endorsement of Mr. Rathbone which appears on it legitimate? We do not know; but the fiscal says that it was collected by the finance bureau, and that the fraud consists in the collector having appropriated the funds and not having made an entry of the collection. How can it be proved that in this transaction, which he did not make, our client has participated. But the fiscal errs in saying that this check was really cashed. Who paid it? He himself says it was the "official recibidor" (receiving teller); but when a check appears to have been delivered to this employe it does not mean that it has been paid, but that the amount has been placed to the credit of the person who presents it. Besides this being true, and it can be further proved, it can be deduced in other parts of the fiscal's own accusation.

(*j*) In regard to the check and its duplicate which was sent to Paso Real de San Diego, we submit the same statement as in the above case, adding that according to what Reeves says the signatures of Fernandez and Fontecha on the back of the duplicate was made by Neely. We do not know that this is correct; the hearing will disclose it.

(*k*) In regard to the checks issued to Cidra (original and duplicate), the fiscal does not give us the dates on which they were issued, which is very strange, as this is the only instance in all this lengthy and laborious enumeration that the fiscal has failed to give this data. Let the court read this paragraph of the fiscal's accusation which we make reference to; and now see this other data with which we complete it. 1st. The original check, No. 1020, might have been issued by our client, but No. 1940 was not issued by him, but by Mr. P. H. Bristow (we do not remember the exact date, but we affirm that it is between April 6th, 1899, and May 4th of the same year). 2nd. Mr. Bristow undoubtedly must have received the check No. 2062 without endorsement, together with the report of Inspector Williams recommending that it should not be paid, because the signature, which is declared forged in the endorsement, was written by Reeves (who confessed it in the investigation), and the one who signed "received" is Bristow, as acknowledged by the fiscal himself. This must have been so, because this probably occurred between the 16th and the 20th of July, 1899, and during this period Mr. Rathbone was in the Isle of Pines. If this was not so, if it was sent to the bank while Mr. Rathbone exercised his functions, why did Bristow sign "received" as acting director general? And above all, why does the fiscal omit all of these details? Let the court consider all the conjectures we might make if we desired to apply to him on that account the same line of logical conclusions upon which he bases many of the culpable acts charged to our client! We do not desire to do so, either hypothetically or in "gratia arguendi," but we say it in order that it may be seen how easily it is to charge fraudulent intents upon innocent actions whenever anyone is desirous to do so.

(*l*) As to the checks sent to San Luis, the original (May 8th, 1899) and the duplicate (May 13th), they were issued by P. H. Bristow.

(*m*) As a general consideration we must add that Mr. Bristow was in the habit of signing on the back of the checks the name of E. G. Rathbone and placed under it a small "B," without imitating the legitimate signature of our client. The bank complained of this custom. Mr. Rathbone replied that this would not occur again, but that as to what had been done by P. H. Bristow in the past he would confirm; but he then required Mr. Bristow to furnish him a bond in the sum of $10,000.00, which was given by the "Fidelity."

III. (*a*) If it is true, in regard to the transactions referred to in the charge, which is in every way identical to that which precedes, that fraud was committed, it must have been committed by some one (Neely, Reeves, or some one else who is unknown to us) who failed to enter in the books the corresponding operations and appropriated from other postal funds an amount equal to that of the duplicated checks that were issued. But if it was effected in this manner, which we do not know, as long as it is not proven that it occurred in this way and that Mr. Rathbone took part in it, he can never be made responsible thereof. The operation which is imputed to him by the fiscal and which he

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calls "a veritable pretext," was not such pretext; it was an imperative and necessary consequence of the orders issued when the system of accounting in force was changed on July 1st, 1890.

The haste in which we are compelled to write this, owing to the short time we have been allowed, does not permit us to cite these dispositions, which we otherwise would do; but the fiscal and the court may rest assured that they will hear them read in the trial, and the court may be convinced (and perhaps the fiscal) of the error contained in letter (*a*) of Chapter III of the fiscal's accusation. Referring to all of these matters, we might almost affirm not only in defense of our client, but also perhaps in defense of Neely, which in fact is of little importance to us, that in reality there was nothing proven in the department of posts. If the fiscal wishes to sustain that Neely appropriated money from the receipts which he had in charge and covered same with the referred-to operations, he makes a conjecture which has not been proven; but suppose it was proven, it is apparent that these acts served him to conceal (and we do not comprehend the matter) other ordinary frauds, which consisted in appropriating the money which was in his charge, something which we can more nearly concede to have happened. But even if it was so, how can it be shown that our client participated in these wrong transactions? The fiscal has not, undoubtedly, understood the operation himself, nor the legal precepts which made it a necessity, for it is only from this operation that he deducts such guilt and considers it intentional. This has no foundation, neither logically nor according to the facts of the case or according to law; and we expect that this will be so proved at the trial.

It is so much so that the fiscal has not really understood the transaction that was made, because in this part of his accusation he sometimes seems to think that the duplicate checks were collected, and at other times he seems to convey that they were deposited. But as he is already prepared to make a charge, he stated that it amounts to the same thing if it was done one way or the other; this is absurd. How can it be the same thing to draw money out of the North American Trust Company and send the checks to the bank to have the amounts credited to the account of the department of posts? For which reasons we deny that the operation was fraudulent and deny that, even if it was so, that Rathbone had any participation in it; more so because it was not he who endorsed the above-referred-to checks, but it was Mr. P. H. Bristow (as the fiscal himself has acknowledged).

(*b*) We have exactly the same to say in regard to the check which was sent to the Gas Company, referred to in section (B), Chapter III, 1st conclusion of the fiscal's accusation. We neither understand why this operation is called fraudulent nor, even if it were, what criminal participation could our client have or could be proven to have had in it.

(*c*) The same we contend in regard to the check of Ruiz & Co. (letter (*c*), Chapter III, 1st conclusion of the fiscal's accusation). We do not see that any fraud had been committed in this transaction; as soon as it was known that a duplicate had been issued by mistake the operation was made void without any complications. Ruiz did not even see the check. What seems to puzzle the fiscal is the fact that Reeves made a signature which expressed the firm name of Ruiz & Co., in order to return the check; the fiscal thinks that this act can be and should be called forgery. We have been noticing for some time that this is the principal error of the fiscal; but even if it were not an error, if Reeves or Neely, to avoid the trouble of asking Ruis to sign the check, forged his name, why does he accuse our client, when he did not forge, when there is nothing to indicate that he ordered the forgery nor that he took part in it, and when the operation in itself was not a fraud? But the trouble is that the fiscal errs in thinking the transaction a fraud in itself; and it is clear that, governed by this mistaken opinion, he discovers indications of crime wherever he so desires.

IV. (*a*) In regard to that which the fiscal calls "miscellaneous accounts," we have to make a general observation: First, the fiscal himself says that when this account was presented to the director-general of posts to obtain his approval to same it was not accompanied by the vouchers, but that the person who presented it certified at the bottom of it that it was correct. Neely had for such expenditures a general authorization, as this certification at the bottom of the account showed, which was nothing more than natural owing to the class and condition of the expenditures. Taking this for granted, it can not be charged against our client that on the same account one or two items might not have vouchers and others may. Not even these were presented; that is acknowl-

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edged as a general custom by the fiscal's accusation. On the other hand, the fiscal says that those items have no vouchers. If our client had them in his possession and could not present them the charge could be accepted, but all of these vouchers are in the department of posts, and the fiscal himself, who was opposed to our going in search of them, can not legitimately affirm that they do not exist. And if they really did not exist, that would not mean that our client had agreed with Neely to commit a fraud, but it would mean that Neely had defrauded, and in order to do so he deceived our client.

(*b*) In regard to the account of the month of June, 1899, we deny that the item to which it refers has no vouchers; and even if it did not have, it is evident, for the general reasons stated above, that our client is not responsible for same. It is, besides, to be observed that this is the only item of the entire account of June which is subject to an accusation, for which reason it is possible that he might have been deceived and his good faith was imposed upon.

(*c*) We maintain the same conclusion in regard to the account of July, 1899, adding that the item of $12.00 for the subscription of "El Figaro" represents an official expenditure in this account, because it was a sort of customary courtesy—the same as the subscription to many other papers—towards the press in general, because that subscription represented for such department a means of general information, because it could not have been a personal expenditure, for neither Mr. Rathbone nor his wife could read—nor can they to-day—a newspaper printed in Spanish; and, finally, because Mr. Rathbone could believe himself in good faith to be authorized for such an expenditure when this custom was practiced in other departments and others made these expenditures as official ones also.

(*d*) In regard to the account of August, and also September and October—in regard to the items which refer to the coachman—we repeat what we have last said in regard to the subscription of "El Figaro." When we refer to the expenditures which are called "personal expenditures" of our client, which will be taken up later on and some of which are included here, we will explain this one from a general standpoint. In regard to another item of the account of August, which is also a subject of accusation, we maintain that it may be a charge against Neely, but never against Rathbone, who, from the fiscal's relation of the matter, appears to have been deceived and to be the principal victim of the frauds.

(*e*) As to that which the fiscal calls "another account," which makes reference to a difference in the exchange of money, we do not know that this happened in the way; but even if it was so, it is natural that our client should yield to the knowledge of Neely, as he was the one who made the operation of exchanging the money, who knew the conditions under which it was made, and the one who could testify thereto.

(*f*) In regard to the account of January, 1900, we must affirm that our client is positive that whatever liquors he received he paid for them out of his own pocket. If Neely made payments of this nature as a courtesy toward the chief of the department, and afterwards included them in the account of official expenditures, by mistake or maliciously, our client knows nothing about it. Again, it can be clearly seen that in this account of January it does not state that the payment was made to the Cuban and Pan-American Express for freight on liquors, but it says only, "paid to the Pan-American Express," which would naturally make one believe that it meant for freight on something official, and not for something of personal use for the chief of the postal department.

(*g*) February account. We can not understand why all of the items, except the third, show an origin of fraud. We rather believe the contrary; that is, that they do not show origin of fraud, but appear to be legitimate official expenditures. As to the third item, this might have been for Japanese lanterns; but being called only "Bazar Universal" it was impossible to know that it was for lanterns, because it could refer to many other things; besides, if it were so, we can say again what we said in regard to the item of the liquor matter.

(*h*) We repeat here the same as we said in regard to the account of March; but we will add that everything was approved by Mr. P. H. Bristow. When this account was rendered Mr. Rathbone was in the United States.

(*i*) In regard to the "freight accounts," as the fiscal calls them, we will say several things: 1st, that the accounts relative to $414.21, of December 9th, 1899, the one of November 18th of the same year for $457.59, and also the one March, 1900, for $189.07, were all approved by P. H. Bristow. 2nd, the general argument that the payments were ordered based on the good faith of Neely's cer-

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tificate, covers all of these cases. 3rd, that we are waiting to see how the fiscal will prove that our client paid for bills and receptions with the exact amount of this account, which he affirms and which we absolutely deny. 4th, and we likewise are waiting to see how the fiscal will prove the stupid charge that the ex-director-general of posts used that particular money in a political campaign to obtain the appointment of civil governor of the island, of which campaign we have not the slightest intimation.

(*j*) And finally we must say something which concerns all the accounts mentioned in this chapter in general. Those prior to July, 1899—that is, up to the first day of this month—were all approved by the office known as "auditoria" (auditor's office), without any difficulty. It will be said that Reeves, accomplice of Neely, was the special auditor of the department of posts during all of this time, and that he was not going to reveal a fraud in which he participated; but the official known as general auditor of Cuba should also see those accounts, and he did see them, and approved them. This goes to prove that the accounts could receive the honest approval of the superior officer, obtained through deceit, without culpability, crime, or crminal intent on their part. It is true that after this approval the accounts were examined at the time this suit was instituted and some items were not approved. We do not deny this, but we are simply defending our client, because all of this goes to prove that one could approve this account without being a criminal.

V. (*a*) In the chapter in regard to the personal expenditures it is necessary to commence by making general observations. The first is, that the fiscal should present at the trial the checks which he refers to and prove that they were used to make the payments which he says, because we believe that he has erred in regard to some of them. Another observation, in fact the most important one, is the following: We deny that the expenditures which are charged against our client, which might be proven to have been made by him, were made without authorization, because he had full authority to rent a furnished house or buy furniture to furnish one with; and even should we grant that he did not have an expressed authority, he was justified in thinking that he did have, since, as we shall prove, other American officials bought similar furniture and charged same against the public funds.

(*b*) With reference now to the important part and commencing from paragraph 1st, Chapter V, 1st conclusion of the fiscal's accusation, we will say that our client did have an office for the public service in the Cerro, in which he occupied his time with matters pertaining to his office or position, and this he made known (without trying to conceal anything) to the Postmaster-General of the United States through a letter dated March 30th, 1899. If the fiscal denies this, he must prove his denial, because it constitutes one of the chapters of his accusation. As to the place rented for a coach house and stable and as quarters for the coachman, we repeat what we have heretofore said, denying, therefore, that those expenditures were made as official ones without sufficient authority.

(*c*) The same argument will serve us to fight in general the charges which are made in No. 2 of the chapter, which we are examining, of the fiscal's first conclusion. We will say that it is not true that the check for $57.79, extended in favor of Mr. J. M. Munoz, was for the expenditures indicated by the fiscal, and the same thing we will say in regard to the one for $54.00 in favor of the same party. We do not know what the check for $36 could be for, but we know that it was not drawn by Mr. Rathbone, but by Mr. P. H. Bristow; and exactly the same thing we will say about the one for $9.70 for coach and car fare, and about the one for $4.85 for similar expenses, and about the one for $23.50, amount which was paid for eighteen crowbars and other effects, which were also drawn by Bristow and which the fiscal will have to prove as being personal expenses of Mr. Rathbone. In regard to the bathtub and heater we will say as to the first item the same as we have heretofer said in regard to making certain expenditures with public funds (for example, in the general accounts there appears an expenditure exactly like this one made by Col. Burton, inspector-general of the division of Cuba), and in regard to the heater, that it was not bought for himself in particular, because when he returned his household effects and the house in which he lived, the official residence of the director-general of posts, to the State as property belonging to the State be returned the heater; besides this was paid with a check drawn by P. H. Bristow, our client being in the United States at that time.

(*d*) As to the charge which is made based upon the expenditures referred to in paragraphs Nos. 3, 4, and 5 of this chapter, we wish to say that we deny it in the same manner as we have denied others; that is, because there really ex-

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isted a system of accounts in general which covered such expenditures amongst officials; because it was known in general that this system existed and because there was no crime committed in these expenditures for the reasons above stated. But we will say, besides, that a strong proof of the good faith of our client is the facts that he never concealed or dissimulated the purposes for which these expenditures were made; that he especially included them in these accounts; that he made them known to the public, and that he made them known to his superiors (report of the director-general of posts of Cuba for the fiscal year ending June 30, 1899, from January, 1899, to the Postmaster-General of the United States, page 60); adding also, 1st, that the footman Valdes, or Vales, was appointed by Mr. P. H. Bristow during the absence of Mr. E. G. Rathbone; 2nd, that if Rathbone had special authority (as he did have) to rent a house with a garden and pay for same with public funds, he had the civil obligation of putting this garden in care of a gardener.

(*e*) In regard to all of these expenditures we must say something else, which is of great importance, so much so that we wish to call the attention of the court to it and request that it give its concrete and expressed opinion as to facts which have been proven. It is the following: Some of these expenditures which are charged as personal ones were made (and the rest were continued to be made) after July 1st, 1899. From this date the postal funds were not at the disposal of the director-general of posts; he had to ask for them (as all the other officials have to do), stating the reason or reasons for which they were needed, to the one who keeps them. These reasons, in so far as concerns those declared punishable, were always clearly expressed, and the money necessary for same was always allowed.

VI. This chapter has but one subject—the per diem drawn by Mr. Rathbone from a certain date. We deny that he collected this per diem without authority, as it was officially assigned to him and it was never withdrawn by an official order. Besides, from July 1st he used to ask for the per diem, but he did not take it; it was granted or given to him constantly.

VII. (*a*) We deny that knowingly our client paid, at least with postal funds, his personal expenses and those of his wife and child and servant during the trip that he made through the island. He paid the expenses of the trip, such as transportation, cab fares, express, meals, etc., of his secretary, Mr. Wilmot, of his interpreter, and those of himself, the disbursements for same having been made by Mr. Wilmot, who accompanied him for this purpose. Wilmot presented the account of him (Rathbone), on which he (Wilmot) certified that they were official expenses, and it was on this ground that our client approved it. If there is anything included in this account that is not official, the error is Mr. Wilmot's and not Mr. Rathbone's. Mr. Wilmot knew perfectly well that only the official expenses should be paid with the public funds, because in regard to the others—that is, the personal expenses—he always presented to Mr. Rathbone various accounts, some of which our client still has in his possession.

(*b*) Check No. 1204: We absolutely deny that our client collected this check as stated by the fiscal.

(*c*) The trip of April and May to the United States. We deny, in the first place, that the $74.55 to which the fiscal refers was not returned by our client. We deny also that our client did not return the $500, amount of check No. 1782, which in reality he delivered to Reeves. We deny again that the $123.36, the amount of the expenses incurred in Hamilton and Cincinnati, were purely personal ones, for the reason that it is not true that our client went to these places to attend to personal matters. He went to these cities to buy office furniture for the department of posts of Cuba, some of which are included in the account which we accompany and which forms part of our proof. At the same time he attended to personal matters without any expense to the treasury of Cuba, as he was given official transportation in the United States to these cities, and the hotel expenses, meals, etc., he would have incurred had he stayed in Washington. Do not let it be said that these trips prolonged his stay in the United States, because he precisely took advantage of the intervals of time during which he was forced to suspend (not on his account) his work in Washington on the postal code to make these trips.

(*d*) Trip to the United States in the months of November and December. We deny, in the first place, that Neely or anyone else returned to Mr. Rathbone the $693.23 which he had returned to Reeves. We likewise deny that our client paid—that is, knowingly—at the Hotel Raleigh, in Washington, or at the Hotel Empire, in New York, any expenses which were not official, according to the accounts which Mr. Wilmot presented to him as consisting of only Rath-



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bone's expenses and his own. If Wilmot, when he presented this account of official expenditures, included the expenses of Mrs. Rathbone or others of a personal character, it is clearly seen that he is to be blamed for the error or crime, but not our client, who did not have any reason to suspect that anything was wrong.

In regard to the fiscal's statement that the expenses of the trip to Cleveland and Cincinnati were charged as official expenditures, we deny that they were not properly charged in that way. Mr. Rathbone went to the United States (at the time of these trips) by virtue of cablegrams dated October 19, 1899, from the Postmaster-General of the United States which called him there. When he arrived in New York he telegraphed his arrival to the Postmaster-General. The Postmaster-General answered him by telegram, which is on record in the department of posts of Cuba, that he expected him in Washington (at that time he was in the western part of the United States; Mr. Rathbone does not remember in what city) and that upon his return he would see him. Instead of waiting in Washington or in New York, Mr. Rathbone went to Cleveland, and afterwards went to Cincinnati, without expense to the treasury, as he did not have to pay any transportation, and had he stayed in Washington or New York he would have had the same living expenses.

(*e*) T. J. Peddicord: We deny that the payment that was made to said T. J. Peddicord for his trip from Miami to Havana and return was not official. Said Peddicord was offered the position of legal advisor of the department of posts of Cuba by Mr. Rathbone, and he came to Havana for that purpose, and was recognized as such by the department of posts at Washington, who ordered that he be furnished with free transportation to Miami. When he was here he held consultation with Mr. Rathbone in regard to official matters, and he decided not to accept the position, for which reason he returned to the United States. Owing to this, he was paid his fare from Miami to Havana and return, which was the least that could be paid him, since he could have claimed payment for his services rendered in Cuba.

VIII. We will pass now to Chapter X of the fiscal's accusation, as in Nos. VIII and IX there are no charges made against our client. This Chapter No. X refers to the exchange of the Spanish coins which had been collected We absolutely deny that the distribution referred to by the fiscal between Neely and our client occurred. Furthermore, the operation of selling the copper coins involves nothing that can be called fraud. Mr. Rathbone gave full account to the Postmaster-General of the United States of the transaction. amongst other cases, through a letter dated February 21st, 1899.

## SECOND.

Our client, Mr. E. G. Rathbone, has never committed a crime or fraud. The acts committed by him, which have been shown and to which reference is made in the paragraphs of the fiscal's accusation first conclusion, which we have cited—that is, in so far as concerns those which we have accepted—should not be qualified as such.

## THIRD.

For the reasons above expressed, there is no room to make any deductions regarding the existence of any criminal participation or of circumstances that would modify the responsibility.

## FOURTH.

Mr. E. G. Rathbone should be acquitted, and the costs in regard to him should be borne by the State, since he is neither criminally nor civilly responsible.

In view of all that has been stated, we request the court to accept our answers to the fiscal's accusation and to name a day for the beginning of the trial.

The proof which is of interest to our client is contained in the following paragraphs:

I. We submit, in the first place, as if reproduced, all of the evidence given by the fiscal, making it entirely ours.

II. In addition to the fiscal's evidence, we give the following as documentary evidence:

1st. We give as evidence which we intend to use, and to which we will refer during the trial in each instance which naturally will arise, all and absolutely

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all of the documents which are included in the records of this suit as evidence of conviction, and those which pertain to the occurrence on account of which the proceedings were instituted, which were forwarded to the Juzgado (the lower court), and which are now kept in the safe of the court. It is impossible to enumerate them. It is not possible for us to determine which of them interest us most. We have not had time to read them all. Legal fiction must not stand over the truth, nor can it be feared that the court, when admitting and certifying the evidence, will do so in a narrow-minded way. We hope, then, that this evidence which we submit will be accepted without any difficulty.

2nd. It is of interest to us that the department of posts be requested to send to the court an official copy of the general orders of the department, No. 7 (original), dated January 18th, 1899, and No. 52, in which the above is incorporated, dated July 12th of the same year.

3rd. We likewise desire that a request be made on the department of posts for the letter copy books which contain the letters and communications, both official and private, written by the director-general of posts, Mr. E. G. Rathbone, to the Postmaster-General of the United States and to other officials of the department of posts of the United States. If these books were amongst the documents to which we refer in paragraph I, we of course give them as evidence; but as all of these are of interest to us we insist that all of those which are not amongst the above documents be sent to the court—that is, to the trial. Amongst the letters which are of interest to us addressed to officials besides the Postmaster-General, we point out particularly those addressed to Mr. James N. Tyner, Assistant Attorney-General, connected with the department of posts; those addressed to Mr. J. L. Bristow, Fourth Assistant Postmaster-General, and those addressed to Mr. Perry S. Heath, First Assistant Postmaster-General.

4th. We request also that demand be made on the department of posts of Cuba for an official copy of Special Agent Williams's (H. H. Williams) report on the Tyner matter of Cienfuegos. We can not give the date of this report, as we have not been permitted to look for it in the department.

5th. It is of interest to us likewise that all of the original receipts of the deposits made by Neely in the North American Trust Company of postal funds and money orders be brought to the court from the department of posts.

6th. We desire also to have on hand all of the original reports made by Neely weekly of the expenditures, collections, and general disbursements of the department of posts.

7th. That the present director-general of posts be asked to inform up to what day and from what day our client occupied the position of director-general, from which days and up to which days during that period he was absent; how many times was he absent and for what reason was he absent and who acted as director-general during that time.

8th. That the department of posts of Cuba be requested to send to the court all of the original communications and letters, both official and personal, which may be there and which were addressed by the Postmaster-General of the United States to Mr. Rathbone when he (Rathbone) was director-general, especially those dated April 4 and 17th, 1900; June 19th, 1899; July 8th, 1899; October 2 and 3, 1899; April 18th, 1900; January 30th, 1899; two dated December 19th, 1899; July 7th, 1899; March 4th, 1900, and April 24th, 1900, which letters, we wish it to be remembered, are not cited limitedly, but as those which are of most interest to us. There are others of interest, but we have not been able to ascertain their dates, because we have not gone to the department of posts. If the originals of all of these letters could not be secured for any reason whatsoever, we request then that certified copies of same be produced.

9th. That the department of posts be requested also to furnish the court with certified copies of all of the orders appointing committees which were issued by Mr. Rathbone during the time that he was director-general of posts and certified copies of the reports made by said committees. Amongst these there is one of particular interest to us, dated in February or March or perhaps in April, 1899, by which a committee of five was appointed, consisting of Neely, Reeves, Thompson, P. H. Bristow, and probably Seybolt to report on the best method or system of bringing to Havana the receipts of the other offices, and likewise a copy of the report of said committee in which they suggested that Neely be the collector of all of these receipts. We can not cite the order in a more detailed manner, as we were unable to secure same from the department.

10th. That the same department furnish the court the original (and if it is not possible to do so, a certified copy) letter of Mr. J. L. Bristow to E. G.

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Rathbone, dated January 4th, 1900, in which said Bristow, who during those days was Acting First Assistant Postmaster-General, recommended as special agents to investigate frauds Messrs. Thomas, Seybolt, Fitz, Norton, and Cawes. And likewise a copy of the appointment of Seybolt, which was made shortly afterwards, by Rathbone, according to this recommendation. We do not know the date of this, either, for the reason above stated.

11th. That the same department be asked for a certified copy of Rathbone's order requiring the postmasters to make monthly and quarterly reports to Neely and Reeves (bureau of finance and bureau of postal accounts) of the receipts and disbursements; and likewise copy of the accounts rendered by these postmasters, in compliance with this order, to Neely.

12th. That request be made to the general auditor for Cuba for certified copies of all the requisitions for funds made by E. G. Rathbone, as director-general of posts, from July 1st, 1899, to May 19th, 1900, with information as to whether or not they were allowed by approval of the military governor.

13th. That the department of posts be asked for a certified copy of the accounts rendered by Neely, under "Miscellaneous expenditures," from January, 1899, to May, 1900.

14th. As conclusive evidence that all of the American employees in the island presented as official expenditures those incurred for furniture, carriages, etc., we submit herewith the two volumes in which are contained the general accounts of the administration of Cuba from January, 1899, to April 10th, 1900, such as they were presented by the War Department and other Departments to the committee of the Senate of the United States, known as the "Committee on Relations with Cuba." The court will please accept these volumes and direct that they be filed by the secretary of the court as evidence and they be kept on hand at the trial.

15th. That the auditor's office be requested to furnish copies of all the monthly reports rendered by Reeves or his substitute of the receipts and disbursements of the department of posts of Cuba.

III. As evidence, both documentary and declaratory, we request that an "exhorto" (letters requisitorial sent by one judge to another) be addressed to the corresponding authority in Washington, District of Columbia, asking him to have the following inquiries made:

1st. That a request be made to the Postmaster-General of the United States to deliver to said authority to be forwarded through him to this court all the original letters, both official and personal, which have been addressed to said Postmaster-General by Mr. E. G. Rathbone from January 1st, 1899, up to May, 1900—if the originals can not be secured, certified copies of same should be forwarded—but particularly the following: Those of January 7, 23, 24, and 27, 1899; Feb'y 7, 13, 13, 13, 16, 18, 18, 21, 22, and 28, 1899; March 1, 6, 8, 10, 11, and 30th, 1899; April 3, 3, 10, 18, and 25, 1899; June 3 and 28, 1899; December 19, 1899; March 15 and 19, 1900; April 9 and 11th, 1900, and May 5, 5, 9, 6, and 12, 1900. We cannot cite others, because we have been unable to find them. Owing to the confusion of the papers in the office of the secretary of the court, we do not know whether the data that will enable us to get these dates is there or not.

It would have been quite easy for our client to get these dates in the department of posts, but it was made impossible for him to do so. We say all this so that it may be clearly seen that with the desire of making our evidence as correct as possible we give all the data that it is possible for us to give, but the data given by us should not be accepted limitedly, nor as excluding other data which we have not cited. *This we want to be clearly understood; what we want produced is all the letters. Once for all, for this case and for others we will refer to afterwards we want this to be understood always.*

2nd. Also that a request be made to the Postmaster-General to forward to the court *all the original or certified copies* of *all* the letters addressed to Perry S. Heath, J. L. Bristow, and James W. Tyner, officials of the department of posts of the United States, by our client. And if the Postmaster-General should not have these letters in his possession that the request be made direct to such of the parties above referred to.

3rd. We present as documentary evidence a declaration signed and sworn to by Mr. Robert S. Downs before Notary L. P. Squirre and accompanied by copies of accounts and a letter; the accounts are from the Hotel Raleigh of Washington and the letter is from Mr Wilson E. Wilmot, addressed to the "Manager" of said hotel. These documents should be forwarded to Washington with the above referred to "exhorto," in order that the authority in Washington may

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call before him Mr. Downs and require him to ratify under oath the declarations which appear in said documents and made by him, and that he may demand from the manager of the Hotel Raleigh the original accounts to which the copies refer and the original letter written by Mr. Wilmot, a copy of which is hereto attached, so that he may forward said originals to the court, and if the manager of the hotel should refuse to give him the originals, even with the promise of returning them, that he compare the copies with the originals and certify as to their correctness.

4th. I accompany also as documentary evidence a sworn declaration made by Mr. T. J. Talty, manager of the Hotel Raleigh, of Washington (this document is certified to by a notary); said document should be forwarded also to said authority in Washington, so that he may call before him Mr. Talty and require him to testify under oath in regard to the correctness of the above affidavit.

IV. It is of interest to us that an "exhorto" also be sent to the proper authority in the city of New York, so that he may order and carry out the following proceedings:

1st. We accompany three bills of the Empire hotel, of New York, for the expenses made by Mrs. Rathbone (wife of our client) during the months of October and November, 1899, in said hotel. The authority in Washington to whom the exhorto is sent should summon before him Mr. Partridge and Mr. Carroll, whose signatures appear on these bills, and require them to acknowledge their signatures and the correctness of the bills, and also testify as to the following: (*a*) Whether or not the bills which they have examined were delivered by them to Mr. Wilmot, private secretary to Mr. Rathbone. (*b*) Whether or not the accounts of Mr. Rathbone and Mrs. Rathbone were kept separate during the period that both of them were at the Empire Hotel in October and November, 1899. (*c*) Whether or not it is true that an expressed order was given either by Mr. Wilmot or by Mr. Rathbone to have the accounts kept separate.

2nd. We accompany also as documentary evidence an affidavit sworn to by Mr. Raymond L. Carroll before Mr. Joseph B. Flynn, a notary public of New York, which is accompanied by some documents signed by said Carroll and marked with the letters "A" and "B" and "C," for the purpose of being forwarded to the authority to whom the exhorto is sent, so that he may summon to appear before him said Carroll to testify under oath as to the following: (*a*) Whether or not the things stated in his affidavit (which should be presented to him for examination before answering) are true. (*b*) Whether or not the statements made in exhibits A, B, and C, which are attached, are correct. (*c*) State whether the data for same was taken by him from the books of the Hotel Empire with which they agree in every respect, as well as from other data which he might have had at his disposition.

3rd. We accompany also an affidavit sworn to before the said Notary Flynn, of New York, by Mr. M. Kelly, this document should also be sent to the authority above referred to, so that he might summon to appear before him Mr. Kelly, manager and cashier of the Empire Hotel, to the end that he may testify under oath that the statements made in said affidavits are correct and to ratify everything contained therein.

V. It is of interest to us also that an exhorto be sent to the corresponding judicial authority in the city of Cincinnati, Ohio, to the end that the following proceedings may be carried out: We accompany a communication signed by Mr. H. C. Feiser, president of the Globe-Wernicke Co., of Cincinnati, and some memorandums of the purchase of office furniture from said company by the department of posts of Cuba. Mr. Feiser should be summoned, and with these documents before him should testify on the following points: (*a*) That it is true that Mr. E. G. Rathbone, director-general of posts of Cuba, was in Cincinnati during the month of May, 1899, in the factory of said company, and that he selected furniture for the offices of the department of posts of Cuba; that he examined models and decided on which he would accept; that he discussed the prices and agreed upon same and made orders which were afterwards fulfilled by shipments being made to the department of posts of Cuba of the furniture which had been ordered; (*b*) that the documents which have been presented to him (which are the ones we accompany) are legitimate, and that they were issued by the company of which he is president. It is also of interest that said authority, to whom the exhorto is sent, require Mr. Feiser to deliver to him a detailed statement of all the shipments made by said company to the department of posts of Cuba from May, 1899, to the same month of the year 1900. This statement should be sworn to before said authority.

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IV. We request again that an exhorto be sent to the corresponding judicial authority of the city of Oakland, Maryland, the present residence of Mr. Thomas J. Peddicord, to the end that the following proceedings may be carried out:

1st. We accompany an affidavit signed and sworn to by Mr. Thomas J. Peddicord, before the notary public of Butler County, Ohio, Robert N. Shotts, to the end that said authority might have him summoned and acknowledge his signature at the bottom of said affidavit and have him testify on the following points: (*a*) Whether the contents of said affidavit is correct and that he ratified same as such. (*b*) He should state whether he has in his possession the letters to which he refers in his affidavit of Mr. James E. White and Mr. O. T Holloway, and, if he has, that he deliver them to said authority so that he might forward same to this court. If Mr. Peddicord should not want to deliver these letters he should present them so that said authority before whom he testified may make a certified copy of them and forward said copies to this court.

2nd. We accompany also another affidavit, sworn to and subscribed by the said Peddicord before Notary Public James Fitton, of the same county, so that he (Peddicord) might acknowledge likewise his signature and the truth of the statements made therein. If the original letters referred to in the above number are the same as the copies attached to this affidavit, he should again be called on to produce them. If he should not deliver them the authority to whom the exhorto is sent should compare them with the copies and certify the correctness of same.

VII. We also request that another exhorto be sent to the corresponding judicial authority in the city of Washington, District of Columbia, to the end that the following proceedings may be carried out:

1st. That Mr. James E. White, general superintendent of the railway postal service, employe of the department of posts in Washington, so that he may testify under oath as to the following points: (*a*) Whether it is true that under date of January 19th, 1900, he signed a letter addressed to Mr. Thomas J. Peddicord, who then resided in Hamilton, Ohio, in regard to free transportation to Miami en route to Cuba; (*b*) that he state for what reasons he wrote said letter, (*c*) and whether he has a copy of same. If he should have a copy the authority to whom the exhorto is sent should demand from him a copy, which should be sworn to as correct; this copy should be sent to this court as a result of the exhorto.

2nd. That Mr. W. S. Shallenberger, Second Assistant Postmaster-General, of Washington, be also summoned, and when he appears before the judicial authority he should testify upon the following points: (*a*) State whether it is certain that in January, 1900, he, as Second Assistant Postmaster-General, ordered Mr. James E. White, general superintendent of the postal service, to issue free transportation from Cincinnati, Ohio, to Miami, Fla., in favor of Mr. Thomas J. Peddicord, (*b*) and for what reason he gave this order.

VIII. We also request that an exhorto be sent to the corresponding judicial authority in the city of Cincinnati, Ohio, so that he might order and carry out the following proceedings: That he summoned Mr. O. T. Holloway, assistant superintendent of the railway mail service, in Cincinnati, and when he appears before him he should be made to testify on the following points: (*a*) Whether it is true that on January 22, 1900, he wrote a letter to Mr. Thomas J. Peddicord, then residing at Hamilton, Ohio, forwarding him an official pass from Cincinnati, Ohio, to Chattanooga, Tenn., and at the same time advised him in this letter that the pass for transportation from this place to Miami, Fla., would be furnished to him by Superintendent Terrell, of Atlanta, Ga.; (*b*) that he state also whether it is true that on the 29th day of January, 1900, he (Holloway) wrote to Superintendent Terrell, of Atlanta, Ga., requesting him, or rather ordering him, to issue free official passage in favor of said Peddicord from Chattanooga, Tenn., to Miami, Fla.; (*c*) that he state why he issued a pass and why he ordered Mr. Terrell to issue another. He should also be asked to make copies of these two letters from his letter copy book and deliver same to said judicial authority so that they may be forwarded by him to this court.

IX. We likewise request that an exhorto be sent to the corresponding judicial authority in the city of Atlanta, Ga., so that the following proceedings may be carried out: That he summon Mr. L. M. Terrell, superintendent of the postal service in Atlanta, so that he may testify as to the following questions: (*a*) Whether it is true that during the last days of January, 1900, or within the first few days of the following month he issued an official pass in favor of Mr. Thomas J. Peddicord, of Hamilton, Ohio, for transportation from Chattanooga,

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Tenn., to Miami, Fla., and return; (*b*) state by order of whom and for what reason he issued this official pass.

X. We accompany as documentary evidence to be attached to the records of the case and to be kept at hand during the trial and during the decision of the case the following:

1st. A printed copy of the "report" made by Mr. E. G. Rathbone as director-general of posts to the Postmaster-General of the United States, dated October 15th, 1899, together with other reports from the subordinate departments of the department of posts, which are included in said volume.

2nd. Two letters or communications dated January 1st, 1901, and September 24th, 1901, the first one written by Major Chauncey B. Baker, and the latter by his assistant, Lieut. E. H. Humphrey, to which are attached inventories of the furniture and effects turned over by Mr. Rathbone when he ceased to be director-general of posts. With reference to this evidence it is of interest to us that a communication be sent to the department of posts of Cuba, requesting that the court be furnished with an exact copy of the proceedings which were instituted at the time Mr. Rathbone turned over to the Department his official residence in the Cerro, together with the inventory of the furniture and effects turned over, such as exists in the department of posts.

3rd. A communication signed by Major Cartwright, Acting Chief Quartermaster, in which he returns the receipts given by Mr. Rathbone of the effects given to him by the Quartermaster's Department for his use, and which he afterwards returned when our client ceased to be director-general of posts. To this communication five receipts are attached and a pencil memorandum, together with the back corresponding to same. We request that these documents, the letter included, be sent to the Quartermaster's Department, so that they may be examined there and returned with the information that they are legitimate.

4th. We present a communication from Mr. H. H. Williams, special agent, in which he accompanies a declaration made before him (Williams) by C. M. Rich, a state witness in this suit, and which refers to occurrences in connection with this case.

5th. We accompany likewise a collection of memorandums and receipts from Wilmot in regard to payments made by him for personal expenses of Mr. Rathbone, for which Rathbone has reimbursed him; the collection commences with a receipt of April 19th, 1899, and ends with one dated April 20th, 1900, to which is attached two memorandums not dated.

6th. We accompany also an affidavit signed by the aforementioned Wilson E. Wilmot, dated June 10th, 1901, to which is attached also one of his receipts, dated December, 1899, and another from Mr. Wm. S. Bredin, of New York; all of which refers to the personal expenses of Mr. and Mrs. Rathbone during their trip to the United States in company with Mr. Wilmot.

XI. We now submit the personal evidence. Besides the fiscal's witnesses, which we accept as ours also, we accompany a list of other witnesses. Of these latter ones, those who reside in the island should be judicially summoned, and those who reside in the United States should testify, as we have stated in the above chapters. One of them, however, a resident of Florida, Mr. O. S. Farr, should be summoned, and for that purpose an exhorto should be sent to the corresponding judicial authority in Tampa. It is of special interest to us that he appear personally. If it is impossible to have him appear, we reserve the right to make the interrogatory by which he should testify.

XII. We submit likewise the evidence of experts. We accept as ours the evidence of this class submitted by the fiscal.

Therefore we request the court to accept this evidence as submitted and to have the testimony taken as suggested.

First. It is our opinion that the witnesses which we have presented should testify as we have indicated, because the communication of the military governor of the 14th inst., which was forwarded to the court on the 18th, refers to the accusation and the prosecuting witnesses.

For this reason we insist on the testimony being taken as we have stated. Nevertheless, as it is our desire not to be caught without evidence on account of overlooking anything, we request also that the witnesses which we name in our list be judicially summoned through the exhortos which are to be issued, or if the court thinks that it will be more convenient they may be summoned through the military governor, as is requested in the fiscal's communication of the 19th.

But we want it to be clearly understood that our principal request (which we will always uphold) is that the testimony be secured as we have indicated,

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since we can not compel mere citizens who do not occupy any office in the United States Government, as happens with many of the witnesses which we have given, to come to Cuba to testify personally.

The court will please accept these statements and requests and provide that they be carried out in accordance therewith.

Third. Correcting an omission which we made when we presented our documentary evidence, we beg to request that the court in the same communication which it has to send to the department of posts asking for documents, ask them for the originals of two telegrams (and, if not possible, certified copies of same) of the Postmaster-General of the United States addressed to our client, one dated October, 1899, in which he called our client to Washington, and the other one dated some time afterwards, in November of the same year, if we remember right, in which he told him, in reply to Rathbone's telegram to the effect that he had arrived in New York, that he would see him on his return to Washington and to wait for him; this telegram was sent from some city in the West, and was brought to Cuba by our client and is on record in the department of posts of Cuba.

The court will also please accept this evidence and provide that it be carried out in accordance therewith and as a matter of justice.

Fourth. As additional documentary evidence I accompany a letter which the Hon. Postmaster-General Charles Emory Smith addressed on October 20th, 1899, to Mrs. Rathbone, and I request that an exhorto be sent to the corresponding authority in the city of Washington, District of Columbia, United States, so that he might have Mr. Charles Emory Smith acknowledge said letter, for which purpose it will be attached to said exhorto. The court will please accept this evidence and direct that it be carried out as indicated.

Havana, November 23, 1901.

List of witnesses that we, Pablo Desvernine and Jose Gonzales Lanuza, lawyers, and representatives of Mr. E. G. Rathbone, present in the suit carried on against him and others, for frauds committed in the department of posts, in addition to the experts and witnesses named by the fiscal.

1st. Mr. Robert S. Downs, a resident of Washington, D. C. Hotel Raleigh. He will testify as indicated in the 3rd paragraph of Chapter III of our defense.

2nd. Mr. T. J. Talty, Hotel Raleigh, Washington, D. C. Will testify as indicated in Chapter IV, 1st paragraph of our evidence.

3rd. Mr. Partridge, employé, Hotel Empire, New York. Will testify as indicated in Chapter IV, paragraphs 1 and 2 of our evidence.

4th. Mr. Raymond L. Carroll, also an employé of the Empire Hotel. Will testify as indicated in Chapter IV, paragraph 3 of our evidence.

6th. Mr. H. C. Yeiser, a resident of Cincinnatti, Ohio, office of the Globe-Wernicke Company. Will testify as indicated in Chapter V of our evidence.

7th. Mr. Thomas J. Peddicord, a resident of Oakland, Maryland, lawyer. Will testify as indicated in Chapter VI of our evidence.

8th. Mr. James E. White, a resident of Washington, D. C., office of the general superintendent of the postal service. Will testify as indicated in paragraph 1, Chapter VII of our evidence.

9th. Mr. W. S. Shallenberger, a resident of Washington, D. C., department of posts of the United States. Will testify as indicated in paragraph 2, Chapter VII of our evidence.

10th. Mr. O. T. Holloway, a resident of Cincinnati, Ohio, office of the superintendent of the mail service. Will testify as indicated in Chapter VIII of our evidence.

11th. Mr. L. M. Terrell, a resident of Atlanta, Ga., office of the superintendent of the postal service. Will testify as indicated in Chapter IX of our evidence.

12th. Mr. O. S. Farr, a resident of Tampa, Fla., room 5, Gould Building. Will testify in regard to Mr. Rathbone having returned the $500.00 which it is charged that he did not return after his trip to the United States.

13th. Captain H. J. Slocum, inspector of the rural guard, who was acting chief quartermaster. Will testify in regard to the sales of furniture acquired from the Quartermaster's Department and coming from houses or rooms of public officials.

14th. Wilson E. Wilmot, clerk of the department of posts of Cuba. Will testify in regard to all the particulars which he has stated in the summary of this case and in regard to all of his documents signed by him which we submit herewith.

Havana, November 23, 1901.

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I invite attention to a list of disallowed items in my accounts, which accounts run from January 1, 1899, to April 30th, 1900, and can be found in the first part of vol. 2 of a report of receipts and expenditures in Cuba from January 1, 1899, to April 30, 1900, made by the Secretary of War on November 30th, 1900, to the Senate Committee on Relations with Cuba.

I also submit a list of items similar in character to those which were disallowed in my accounts and for which I was put upon trial on a criminal charge. This list of items was taken from the published report of receipts and expenditures in Cuba from January, 1899, to April 30, 1900, as published by the Senate Committee on Relataions with Cuba, which accounts were submitted to the committee by the honorable Secretary of War, as follows:

**Exhibit No. 17.**

*REPORT OF SENATE COMMITTEE ON RELATIONS WITH CUBA OF RECEIPTS AND EXPENDITURES IN CUBA FROM JANUARY 1, 1899, TO APRIL 30, 1900, CONTAINING VARIOUS ITEMS OF EXPENSE MADE BY THE MILITARY AUTHORITIES AND OTHERS OF THE SAME CHARACTER AS THOSE FOR WHICH E. G. RATHBONE WAS ACCUSED CRIMINALLY.*

HOUSE FURNISHINGS.

(Volume 1, page 51.)

Barracks and quarters:

Disbursements made by Walter Fletcher Smith, paymaster, engineer's department, disbursing officer at Habana, Cuba:

1899.

July 3. Paid Juan Rigol for ice boxes and other articles for Genl. Ludlow's palace ..... $146.90

(Page 68.)

Disbursements made by Capt. Lucien Young, captain of the port of Havana, disbursing officer at Habana, Cuba:

1899.

Sept. 11. Paid J. G. Hubbell for furniture for quarters of the captain of the port ..... 1,401.00

(Page 92.)

Disbursements made by Maj. W. H. Miller, disbursing officer at Matanzas, Cuba, for Genl. Wilson:

1899.

Oct. 26. Paid Higgins & Seiter, New York:

| | | |
|---|---|---|
| 1 dinner set | $47.21 | |
| 1 glass set | 20.05 | |
| 4 vases | 4.00 | |
| 4 peppers | .60 | |
| 2 cruets | 2.50 | |
| 18 salts | 3.75 | |
| 6 toilet sets | 26.10 | |
| Kitchen ware | 4.97 | |
| 1 pitcher | 1.50 | |
| 3 doz. tumblers | 1.70 | |
| | | 112.38 |

1899.

Oct. 26. *Paid John Wanamaker*, New York:

| | | |
|---|---|---|
| 1 ice chest | 12.99 | |
| 1 hash pot | .68 | |
| 2 measures | .40 | |
| 2 sauce pans | .42 | |

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(Page 199.)

Disbursements made by Lt. Col. C. F. Humphrey, disbursing officer, Habana, Cuba:

1900.
Mar. 2. Paid M. P. Keefe, for—
2 cupboard cases, 2 glass doors, 1 desk lamp, 2 wall brackets, lock, electric call bell, and stand lamp, for lieutenant-governor's palace ---------- $198.28
Mar. 24. Paid G. L. Childs & Co., for—
28 chairs, 3 sofas, 7 tables, 1 cabinet, 29 rugs, 4 bedsteads, 5 mattresses, for lieutenant-governor's palace-- 699.25

(Volume 1, page 5.)

Disbursements made by B. F. Davis, disbursing clerk at Habana, Cuba:

1899.
Nov. 23. Paid J. Borbolla for—
1 bed for governor-general's palace ---------- 12.00
Furniture for use in governor-general's palace---------- 1,288.80
Nov. 28. Paid Garcia Oztoloza & Co. for 1 refrigerator for gov. gen'ls palace ---------- 47.70
Nov. 29. Paid Capt. Jas. T. Dean for 2 beds for lt. governor's palace-- 18.60
1900.
Mar. 9. Paid Perez & Larm for 1 wardrobe for Maj. E. St. J. Greble-- 39.00

(Volume 1, page 41.)

Miscellaneous:

Disbursements made by Col. C. F. Humphrey, chief quartermaster, disbursing office, Habana, Cuba—

1900.
Apr 2. Paid Solino Galan for 17 yards linen, 2 doz. napkins, for lt. governor's palace ---------- 19.63

(Volume 2, page 74.)

Disbursements made by B. F. Davis, disbursing officer, division of Cuba, Habana, Cuba:

1900.
Jan. 12. Paid F. Quintana for furniture purchased for use in lieutenant-governor's palace ---------- 179.00

(Page 148.)

Disbursements made by Maj. J. F. Stretch, acting paymaster, disbursing office at Habana, Cuba:

1900.
Mar. 1. Paid Siegel, Cooper & Co. for 12 chairs for headquarters, Department of Habana---------- 117.00

(Page 158.)

Mar. 20. Paid James McCutcheon, New York, *for supplies for use in the palace* of the military governor of the island of Cuba (Gen. Wood) ---------- 1,023.91

(Page 159.)

Disbursements made by B. F. Davis, treasury disbursing officer, Habana, Cuba:

1900.
Mar. 23. Paid J. B. Borbollad, Habana, for *furniture for palace* of the military governor (Gen. Wood):
22 chairs ---------- 76.25
2 sofas ---------- 25.50
4 small tables---------- 35.60
1 rack---------- 18.00
157.35

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(Page 174.)

1900.
Apr. 12. Paid Manuel Vila *for furniture, beds for governor-general's palace* (Gen. Wood) ---------- $140.00

(Volume 2, page 175.)

Disbursements made by B. F. Davis, disbursing clerk, division of Cuba, Habana, Cuba:
Apr. 27. Paid J. Borbolla *for furniture, chairs, and screens* for the governor-general's palace (Gen. Wood) ---------- 46.50

(Volume 2, page 97.)

Sanitation:
Disbursements made by Walter Fletcher Smith, paymaster, engineer's department, disbursing office, Habana, Cuba—
1899.
Aug. 26. Paid J. P. Hall *for electric work, bells*, as per contract; for General Ludlow's headquarters ---------- 1,098.00

(Page 148.)

Nov. 16. Paid Francisco Carballo *for plants*, governor's palace (Gen. Ludlow) ---------- 280.52

NOTE.—Rathbone was indicted and put on trial for house furnishings similar in character as those on pages 73, 74, 75, 76, and 77.

COACHMAN, DRIVERS, AND COOKS.

(Volume 1, page 193.)

Barracks and quarters:
Disbursements made by Wm. C. Strong, paymaster, engineer's department—
1900.
Mar. 14. Pay roll, *coachman.*

(Volume 1, page 72.)

Charities and hospitals:
Disbursements made by Walter Fletcher Smith, paymaster, engineer's department, disbursing officer, Habana, Cuba—
1900.
Jan. 13. Pay roll, *coachman.*

(Volume 2, page 25.)

Public works, ports, and harbors:
Disbursements made by Capt. Lucien Young, capt. of the port, Habana, disbursing officer at Habana—
1899.
Sept. 30. Pay roll, *coachman* ---------- 35.00

(Page 35.)

Disbursements made by Capt. Lucien Young, captain of the port Habana, Cuba, disbursing officer at Habana:
1899.
Oct. 31. Pay roll, *1 driver, 1 cook.*

(Page 38.)

Disbursements made by Capt. Lucien Young, captain of the port Habana, disbursing officer at Habana:
1899.
Nov. 17. Paid Ramon Fernandez, *services as driver* during month of November ---------- 18.66
Nov. 30. Pay roll, *1 driver, 1 cook.*

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(Volume 2, page 27.)

Sanitation:

Disbursements made by John G. Davis, chief sanitary officer, disbursing officer, Habana, Cuba—

1899.
Apr. 1. Paid Jose M. Lalena, *driver*..... $33.10

(Page 102.)

Disbursements made by Walter Fletcher Smith, disbursing officer, Habana, Cuba:

1899.
Sept. 1. Pay roll, *coachman for General Ludlow.*

NOTE.—The foregoing seven items are for coachmen and cooks. Rathbone was accused criminally for having *one* coachman.

OFFICIAL RESIDENCES.

(Volume 1, page 58.)

Barracks and quarters:

Disbursements made by Maj. W. H. Miller, chief quartermaster U. S. V., depot quartermaster, disbursing officer at Matanzas—

1899.
Aug. 24. Paid A. Garcia Vda. de Cartaya, *rent of residence* of commanding general from July 1, 1899, to June 30, 1900, *in advance* (General Wilson's palace)..... 3,000.00

(Page 75.)

Disbursements made by B. F. Davis, disbursing clerk, headquarters division of Cuba, Habana, Cuba:

1899.
Oct. 31. Paid D. Donde de Sageonte, rent, *quarters Colonel Burton*.. 125.00

(Page 108.)

Same disbursing officer as above.

1899.
Nov. 4. Paid Alias Mire, *rent for permises 82 Prado St.*, Habana, including furniture contained therein, for one year from November 1, 1899, to October 31, 1900, for quarters for Gen. Adna R. Chaffee, personal staff, and offices for same..... 5,000.00

(Page 174.)

Same disbursing officer as above.

1900.
Feb. 6. Paid Conde de Sagunto, *rent of quarters* for inspector-general..... 125.00
Feb. 28. Paid Conde Sagunto, *rent of quarters* for inspector-general..... 125.00

EXPENDITURES ON ACCOUNT OF HEADQUARTERS DIVISION OF CUBA.

(Volume 1, page 4.)

Disbursements made by B. F. Davis, disbursing clerk, headquarters division of Cuba, Habana, Cuba:

1899.
Oct. 5. Paid Conde de Sagunto, *rent for Col. Burton's quarters*..... 125.00

(Volume 2, page 173.)

Rural guard and administration:

Disbursements made by B. F. Davis, treasury disbursing clerk, headquarters division of Cuba, Habana, Cuba—

1900.
Apr. 3. Paid Conde de Sagunto, rent *Col. Burton's residence*, Quinta de Lurdes, Vedado..... 125.00

NOTE.—The foregoing seven items are for official residences for Gen. Wilson, Col. Burton, and Gen. Chaffee, same as Rathbone's.

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GARDENERS AND SERVANTS.

(Volume 1, page 118.)

Barracks and quarters:

Disbursements made by Maj. W. H. Miller, chief quartermaster U. S. V., depot quartermaster, disbursing officer at Matanzas, for General Wilson—

1899.
Nov. 11. Paid Manuel F. Carpentero, *services as gardener*, department commander ---------- $60.00

(Page 136.)

Same disbursing officer, for General Wilson.

1899.
Dec. 1. Paid Manuel F. Carpentero, *salary as gardener*---------- 30.00

(Page 137.)

Dec. 3. Paid Niginic Mulin, *salary as janitor at governor's residence* (General Wilson)---------- 30.00

(Page 150.)

1900.
Jan. 2. Receipt toll, *civilian employees at residence of department commander*, Matanzas---------- 85.00

(Page 167.)

Feb. 1. Pay roll, laborer, *2 gardeners, and 1 janitor*, for January, for General Wilson ---------- 85.00

(Page 189.)

Mar. 1. Pay roll, *2 gardeners, 1 janitor*, for Gen. Wilson---------- 85.00

(Volume 1, page 211.)

Disbursements made by Maj. W. H. Miller, chief quartermaster, U. S. V., depot quartermaster, disbursing officer at Matanzas, for General Wilson:

1900.
Apr. 2. Pay roll, *3 civilians, 2 gardeners, 1 janitor*, residence department commander (Gen. Wilson)---------- 85.00

(Volume 1, page 75.)

Charities and hospitals:

Disbursements made by Walter Fletcher Smith, disbursing officer, Habana, Cuba, for Gen. Ludlow—

1900.
Jan. 22. Pay roll, *1 gardener*.

NOTE.—The foregoing eight items are for gardeners, janitors, and servants. Rathbone was indicted and put on trial for having a gardener to care for the grounds of his official residence.

EXPENDITURES ON ACCOUNT OF HEADQUARTERS, DIVISION OF CUBA.

(Volume 1, page 4.)

Disbursements made by B. F. Davis, treasury disbursing clerk, headquarters division of Cuba, Habana, Cuba:

1899.
Oct. 31. Paid Jos. E. Barough, salary as messenger for inspector-general---------- 60.00

WATER BILLS FOR OFFICIAL RESIDENCES.

(Volume 1, page 211.)

Barracks and quarters:

Disbursements made by Maj. W. H. Miller, chief quartermaster, U. S. V., depot quartermaster, disbursing officer at Matanzas, for General Wilson—

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1900.
Apr. 2. Paid Matanzas waterworks, *water service* for residence of department commander, 3 months ..... $36.26

(Page 212.)

1900.
Apr. 27. Paid Matanzas waterworks, *water service* for residence of the department commander ..... 15.84

BATHTUBS, ETC.

(Volume 1, page 15.)

Barracks and quarters:
Disbursements made by Brig. Gen. C. F. Humphrey, U. S. V., disbursing officer at Habana, Cuba—
1899.
June 21. Paid C. Torre & Co.:
*2 bathtubs* and fixtures ..... 105.00
2 water-closets ..... 34.00
11 *bathtubs* ..... 550.00
9 bath sponges ..... 22.50

(Volume 2, page 74.)

Rural guard and administration:
Disbursements made by B. F. Davis, disbursing officer, division of Cuba—
1900.
Jan. 18. Paid G. Gardner, *1 bathtub and fixtures*, for use of inspector-general ..... 65.00

NOTE.—This is the same plumber (G. Gardner) who put in General Rathbone's bathtub, for which he was accused—the same kind of tub and fixtures—and cost about the same money.

EXPENDITURES ON ACCOUNT OF HEADQUARTERS, DIVISION OF CUBA.

(Volume 1, page 5.)

Disbursements made by B. F. Davis, disbursing officer, division of Cuba:
1899.
Nov. 24. Paid Yglesia & Juan, *repairs to carriage*, Gen. Brooke ..... 550.00

(Volume 1, page 16.)

Miscellaneous:
Disbursements made by B. F. Davis, treasury disbursing clerk, Habana, Cuba—
1899.
July 23. Paid for *repairing carriage*, property of government of Cuba 21.50

(Volume 2, page 223.)

Sanitation:
Disbursements made by Maj. W. C. Gorgas, disbursing officer, Habana, Cuba—
1900.
Feb. 17. Paid Harry L. Wrenn, for *repairing and painting carriage* (Victoria) ..... 300.00

(Volume 2, page 84.)

Rural guard and administration:
1899.
Nov. 8. *Repairs to carriage*, Maj. General Brooke ..... 82.00

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REPAIRS TO FURNITURE IN OFFICIAL RESIDENCES.

(Volume 1, page 17.)

Miscellaneous:

Disbursements made by Lt. Col. C. F. Humphrey, chief quartermaster, Habana, Cuba—

1899.
Aug. 4. Paid J. Borbolla, for *repairs to furniture* at governor general's palace, Habana ..... $2,223.00

(Page 18.)

Same disbursing officer—

Aug. 24. Paid J. Borbolla, for *repairing and renovating furniture* in governor general's palace ..... 203.00

NOTE.—Items like the two above, only very much less in amount, were disallowed in Rathbone's accounts.

REPAIRS TO OFFICIAL RESIDENCES.

(Volume 1, page 117.)

Barracks and quarters:

Disbursements made by Maj. W. H. Miller, chief quartermaster U. S. V., depot quartermaster, disbursing officer at Matanzas—

1899.
Nov. 1. Paid M. V. Rodriguez, for *improvement of grounds residence* of commanding general (General Wilson) ..... 500.00

NOTE.—This residence was *private property*—the same as Rathbone's.

(Page 135.)

Disbursements made by Walter F. Smith, disbursing officer, Habana, Cuba, for General Ludlow:

1899.
Dec. 4. Paid G. Gardner, for—

| | |
|---|---|
| 1 shower | $38.00 |
| 1 towel rack | 6.00 |
| 1 soap holder | 2.25 |
| | 46.25 |

(Page 136.)

Disbursements made by Maj. W. H. Miller, disbursing officer at Matanzas, Cuba:

1899.
Dec. 2. Paid M. Rodriguez, *for repairs on residence*, department commander (General Wilson) ..... 469.68

(Page 147.)

Disbursements made by Jas. L. Wilson, disbursing officer, Quemados, Cuba:

1899.
Dec. 2. Paid Adolpho Mueller & Co., for boiler and fittings, labor, material, and shade holders necessary in making *hot water connection in bathroom*, department headquarters, Quemados (General Lee) ..... 117.39

(Volume 1, page 150.)

Disbursements made by Maj. W. H. Miller, disbursing officer at Matanzas, Cuba:

1900.
Jan. 4. Paid Pablo Urrechaga, for hardware and *repairs at residence* of department commander (Gen. Wilson) ..... 8.30

(Page 167.)

Same disbursing officer as above:

1900.
Feb. 3. Paid Catalino Ramos, *for labor, repairs to floors, doors, etc., stone wall, Quinta de Cartaya* (Gen. Wilson) ..... 127.40



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Same disbursing officer as above:

1900.
Feb. 12. Paid Frank Kraft, *for labor repairing sewer*, house of the department commander ..... $143.25

Same disbursing officer as above:

1900.
Feb. 23. Paid Frank Kraft, for services, *repairs, Quinta de Cartaya* (General Wilson) ..... 242.85

(Page 189.)

Same disbursing officer as above:

1900.
Mar. 2. Paid Frank Kraft, *for labor furnished Quinta de Cartaya*, Feb. 21 to 28 (Gen. Wilson) ..... 79.75

NOTE.—The foregoing eight items are similar in character as those which were disallowed in Rathbone's accounts, and for some of which he was charged criminally.

(Volume 1, page 20.)

Miscellaneous:

Disbursements made by Capt. Lucien Young, disbursing officer, Habana, Cuba—

1899.
Sept. 22. Paid Purdy & Henderson, first payment on contract for renovating building for captain of the port ..... 2,500.00

(Page 23.)

Same disbursing officer as above:

1899.
Oct. 20. Paid Purdy & Henderson, second payment on contract for renovating building for captain of the port ..... 5,000.00

(Page 30.)

Same disbursing officer as above:

1899.
Nov. 7. Paid Purdy & Henderson, third payment on contract for renovating building for captain of the port ..... 2,275.00
Nov. 15. Paid Purdy & Henderson, fourth payment on contract for renovating building for captain of the port ..... 2,000.00
Dec. 14. Paid Purdy & Henderson, fifth payment on contract for renovating building for captain of the port ..... 2,000.00

(Volume 2.)

Public works, ports and harbors:

Same disbursing officer as above—

1900.
Jan. 24. Paid Purdy & Henderson, payment on contract for renovating building for the captain of the port ..... 17.46
Jan. 25. Paid Purdy & Henderson, payment on contract for renovating building for captain of the port ..... 2,913.16

(Page 74.)

Apr. 14. Paid H. G. Moore for labor and material for redecorating bathroom and parlor, cleaning bedroom, and retouching reception room ..... 209.10

(Page 158.)

Rural guard and administration:

Disbursements made by H. F. Davis, disbursing officer, Habana, Cuba—

1900.
Mar. 17. Paid Blas Panalver *for repairs to pipe and refrigerator at General Chaffee's headquarters* ..... 3.20

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REPAIRS ON GOVERNOR-GENERAL'S AND SECOND PALACES.

(Volume 1, page 15.)

Barracks and quarters:
Disbursements made by Brig. Gen. C. F. Humphrey, disbursing officer at Habana, Cuba—

1899.
Apr. 22. Paid M. P. Keefe for material and repairs on contract, governor-general's palace ..... $5,000.00

(Page 16.)

June 5. Paid M. P. Keefe for material and repairs on contract, governor-general's palace ..... 20,000.00
5. Paid M. P. Keefe for material and repairs on contract, governor-general's palace ..... 27,408.20

(Page 120.)

Nov. 5. Paid M. P. Keefe for renovating and repairs to governor-general's palace ..... 10,000.00
5. Paid M. P. Keefe for renovating and repairs to lieutenant-governor's palace ..... 10,000.00

(Page 141.)

Dec. 4. Paid M. P. Keefe for renovating and repairs, governor-general's palace ..... 6,088.39
4. Paid M. P. Keefe for renovating and repairs, governor-general's palace ..... 7,163.00

(Volume 1, page 142.)

Disbursements made by Brig. Gen. C. F. Humphrey, disbursing officer at Habana, Cuba:

1899.
Dec. 14. Paid M. P. Keefe for renovating and repairs, governor-general's palace ..... 4,934.00
2,907.79

HORSES, CARRIAGES, HARNESS, ETC.

(Volume 1, page 6.)

*Aid to destitute:*
Disbursements made by Lt. Sedgwick Rice, disbursing officer at Habana, Cuba—

1900.
July 30. Paid Stockwell, Pearcy & Co., *purchase of buggy and harness* ..... 200.00
Paid to C. Martin & Bro., *purchase of buggy whip* ..... 4.00
Paid H. L. Wrenn, *purchase of rubber-tired surrey* ..... 240.00
Paid to C. Martin & Bro., *purchase of set of harness* .....
Aug. 4. Paid W. S. Wilkinson *for surrey and harness* ..... 230.00

(Page 6.)

Aug. 4. Paid Llellyn Williamson *for 1 horse* (from John P. Nicholas) ..... 150.00

Disbursements made by W. L. Pitcher, disbursing officer at Habana, Cuba:

1900.
Jan. 2. *For 1 horse* ..... 175.00

(Volume 1, page 7.)

Charities and hospitals:
Disbursements made by Maj. Gorgas, disbursing officer, Habana, Cuba—

1899.
June 30. Paid Joseph de Wyckoff *for carriage for chief surgeon* ..... 450.00
Paid Stockwell, Peary & Co. *for buggy and harness* ..... 200.00

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(Page 28.)

Sept. 30. Paid Stockwell, Peary & Co. for *1 surrey* ..... $275.00

(Page 65.)

Disbursements made by M. R. Suarez, disbursing officer at Habana, Cuba:

1900.
Jan. 25. Paid Hubbell, Nicholas & Co. for *wagon shafts, harness, and lamp* ..... 330.00

(Page 87.)

Disbursements made by J. D. Costello, disbursing officer, Santiago de Cuba:

1899.
Dec. 1. Paid Cuban Pan-American Express Co. *for carriage and equipment* ..... 100.84

(Page 110.)

Disbursements made by Maj. Gorgas, disbursing officer at Habana, Cuba:

1900.
Apr. 30. Paid San Francisco de San Jose *for 1 wagon* ..... 259.10
Paid L. Cone *for 1 horse*, military inspector ..... 175.00

(Volume 1, page 13.)

Miscellaneous:

Disbursements made by Maj. Ladd, treasurer of customs, disbursing officer, Habana, Cuba—

1899.
July 25. Paid *for carriage and harness* ..... 150.00

(Page 32.)

Disbursements made by W. H. Miller, disbursing officer at Matanzas, Cuba:

1899.
Dec. 21. Paid Michael J. Driscoll *for 1 carriage* ..... 700.00

NOTE.—This carriage was bought for General Brooke, and in the summer of 1891 it was turned over to General Baldwin, who now has it.

(Page 33.)

Disbursements made by W. H. Miller, disbursing officer at Matanzas, Cuba:

1900.
Jan. 4. Paid Lt. Col. C. F. Humphrey, chief quartermaster, division of Cuba, for 1 double set carriage harness for quartermaster's department ..... 250.00

(Volume 2, page 13.)

Rural guard and administration:

Disbursements made by Maj. C. S. Walton, disbursing officer, Habana, Cuba:

1899.
June 6. Paid Stockwell, Pearcy & Co. *for surrey for department commander* ..... 250.00

(Page 74.)

Disbursements made by B. F. Davis, treasury disbursing officer, Habana, Cuba:

1899.
Dec. 16. Paid John P. Nichols *for 1 surrey wagon, complete, for use of inspector-general of Cuba* ..... 297.50

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(Page 103.)

Account of Maj. J. F. Stretch, disbursing officer at Habana, Cuba:

1899.
Dec. 4. Paid Stockwell, Pearcy & Co. *for rubber tires for surrey for governor of Habana* (official use) ..... $52.97

(Page 149.)

Mar. 5. Paid D. Mugaburn & Bro. *for 2 rubber tires on surrey and repairs* ..... 27.00

(Volume 2, page 24.)

State and Government:

Account of Rafael Montaldo, commander presidio, disbursing officer at Habana, Cuba—

1899.
Nov. 30. Paid sale & hijos for—

| | |
|---|---|
| 1 curry comb | .80 |
| 1 chamois skin | 1.00 |
| 1 bottle Grench grease | .60 |
| 1 bottle blacking | .90 |
| 1 chamois skin | 4.00 |
| 1 steel bitt | 4.00 |
| 1 coach whip | 10.00 |
| 1 coach whip | 5.30 |

(Volume 2, page 21.)

Sanitation:

Disbursements made by Col. W. M. Black, disbursing officer, Habana, Cuba—

1899.
May 5. Paid Francisco Palaces & Co. for leather, *saddles, and harness* ..... 614.12

Account of Maj. G. Davis, disbursing officer at Habana, Cuba:

1899.
Apr. 1. Paid Jose M. LaLenna *for horse, carriage, and harness* ..... 750.00

(Page 28.)

Account of Genl. C. F. Humphrey, disbursing officer at Habana, Cuba:

1899.
Jan. 12. Paid Federico Dominguez *for 1 carriage for use of quartermaster's department* ..... 576.04

(Page 23.)

Jan. 7. Paid Manuel G. Villes *for harness, fly net, and whip, for use of quartermaster's department* ..... 354.27

(Page 77.)

Disbursements made by Walter F. Smith, disbursing officer at Habana, Cuba:

1899.
July 26. Paid Stockwell, Pearcy & Co. *for wagon and harness* ..... 200.00

(Page 136.)

Account of Walter Fletcher Smith, disbursing officer, Habana, Cuba:

| | | |
|---|---|---|
| Oct. | 2. Paid Stockwell, Pearcy & Co., *for 1 wagon* ..... | 160.00 |
| | 2. Paid Eulogie Rosille, *for 1 pair carriage lanterns* ..... | 5.30 |

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(Volume 2, page 138.)

Account of Walter Fletcher Smith, disbursing officer, Habana, Cuba:

| | | | |
|---|---|---|---|
| 1899. | | | |
| Oct. | 13. | Paid Sala Hoyos, *for 1 carriage whip* | $4.50 |
| Oct. | 17. | Paid Francis Palacio & Co., *for leather collars, carriage lamps, supplies, hostelry supplies, etc* | 1,442.81 |

(Page 139.)

| | | | |
|---|---|---|---|
| Oct. | 20. | Paid Parreto & Co., *for coach candles, tube lanterns, etc* | 64.30 |

(Page 150.)

| | | | |
|---|---|---|---|
| Nov. | 27. | Paid Stockwell, Pearcy & Co., *for harness and wagon* | 265.00 |

(Page 173.)

| | | | |
|---|---|---|---|
| Dec. | 26. | Paid Harry L. Wrenn, *for 1 buggy* | 110.00 |

NOTE.—The foregoing items, beginning on page 83, under head of "Horses, carriages, harness, etc." (the first seven items being paid from the "Aid to destitute" fund), continuing on pages 84, 85, and 86, are similar in character to those of Rathbone's, for which he was indicted and put on trial.

SUBSCRIPTIONS TO NEWSPAPERS.

(Volume 1, page 4.)

Customs:

Account of Major E. F. Ladd, treasurer of customs, Habana, Cuba—

| | | | |
|---|---|---|---|
| 1899. | | | |
| Feb. | 8. | Paid Pelido &. Dias, *subscriptions to newspapers* | 1.50 |

(Page 5.)

| | | | |
|---|---|---|---|
| Apr. | 6. | Paid M. Polido, *subscriptions to newspapers* | 1.50 |

(Page 6.)

| | | | |
|---|---|---|---|
| Apr. | 20. | Paid *El Figaro, subscriptions to newspapers* | 4.00 |
| | 20. | Paid *La Discussion* | 1.00 |
| | 20. | Paid *Official Gazette* | 4.13 |
| Apr. | 26. | Paid *subscription to Diario de la Marina* | 1.00 |

(Page 7.)

| | | | |
|---|---|---|---|
| May | 6. | Paid *Official Gazette* | 3.00 |
| May | 15. | Paid *Diario de la Marina* | 1.05 |
| June | 13. | Paid *Official Gazette* | 2.76 |
| June | 16. | Paid *Diario de la Marina* | 1.05 |

(Page 10.)

| | | | |
|---|---|---|---|
| June | 30. | Paid C. Figaro, *subscription to newspapers* | 1.00 |
| July | 17. | Paid M. Polido, *subscription to newspapers* | 2.40 |
| July | 17. | Paid *Official Gazette* | 3.00 |
| July | 20. | Paid *Diario de la Marina* | 10.05 |
| July | 20. | Paid *La Discussion* | .80 |

Account B. F. Davis, disbursing officer, Habana, Cuba:

| | | | |
|---|---|---|---|
| 1899. | | | |
| July | 29. | Paid W. E. Wilkins, *1 year subscription to Merchants' Review* | 3.50 |

(Page 15.)

| | | | |
|---|---|---|---|
| Aug. | 10. | Paid John Haller, *4 subscriptions Dickerman's U. S. Counterfeit Detector* | 12.00 |

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(Page 13.)

Account D. C. Herria, assistant treas., disbursing officer, Habana, Cuba:

1899.
Sept. 29. Paid Merck & Co., *subscription to paper* ..... $2.25

(Page 14.)

Account B., F. Davis, disbursing officer, Habana, Cuba:

1899.
Oct. 11. Paid J. M. Miller, *for Official Gazette* ..... 6.75
Oct. 6. Paid J. M. Miller, *for 6 months' subscription to Collection Legislativa* ..... 14.85

NEWSPAPERS.

(Volume 1, page 16.)

Account B. F. Davis, disbursing clerk, account Habana custom-house:

1899.
Aug. 4. Paid *New York Maritime Register, 1 year's subscription* .... 25.00

(Page 23.)

Account D. C. Herria, disbursing clerk, Habana custom-house, Habana, Cuba:

1899.
Sept. 13. Paid *La Lucha, subscription 3 months* ..... 4.04

(Page 50.)

Account B. F. Davis, disbursing officer, account Habana custom-house:

1900.
Jan. 24. Paid *subscription to Habana Herald, Oct. 1 to Dec. 31, to Col. Bliss* ..... 4.50

(Page 22.)

Sept. 6. Paid *El Figaro, newspaper subscription* ..... 1.68
Sept. 6. Paid *Advisador Commercial, newspaper subscription* ..... 2.42

(Page 29.)

Account of B. F. Davis, disbursing officer, account Habana custom-house, Habana, Cuba:

1899.
Oct. 4. Paid Jose Ruiz, *El Figaro, subscription to newspaper* ..... 4.00

(Page 29.)

4. Paid H. T. Tamayo, *subscription to Patria* ..... 5.00
4. Paid M. Pulido, *subscription to Avisador Commercial* ..... 3.60
4. Paid Caytenao Perez, *subscription to La Lucha* ..... 6.25
Oct. 6. Paid J. M. Villaverde, *subscription to Diario de la Marina* .... 7.00
Oct. 12. Paid R. Atazaza, *subscription to Official Gazette* ..... 6.25
12. Paid R. Arazoza, *subscription to Official Gazette* ..... 6.25
Oct. 14. Paid Rafael Ramires, *subscription to La Discussion* ..... 5.00

(Volume 1, page 10.)

Finance:

Account of Ricardo Martinez, disbursing officer at Habana—

1900.
Jan. 31. Paid J. M. Muller, *subscription to Official Gazette* ..... 7.50

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(Page 12.)

Apr. 30. Paid R. Arazoza, *subscription to Official Gazette*---------- $8.75

(Page 20.)

Account Amerigo Silva, disbursing officer at Puerto Principe:

1899.
Dec. 30. Paid Gustave Caballaro, *subscription one month, Two Republics* ---------- .60

(Page 22.)

Account Manuel M. Repiso, disbursing officer, Pinar del Rio, Cuba:

1900.
Jan. 9. Paid *Official Gazette, subscription for December*---------- 1.38
1899.
Nov. 13. Paid D. Dias, *subscription to Gazette*---------- 1.50

(Page 24.)

Account Julianano A. Pedroza, disbursing officer, Santa Clara:

1900.
Feb. 16. Paid Jose Vile, *subscription to Official Gazette*---------- 7.50

(Volume 1, page 4.)

Expenditures on account of headquarters division of Cuba:
Account of B. F. Davis, disbursing clerk, Habana, Cuba—

1899.
Oct. 18. Paid *Official Gazette*---------- 45.32

(Volume 1, page 11.)

Justice and public instruction:
Account of Ricardo Martinez, disbursing officer, Habana, Cuba—

1899.
Aug. 21. Paid Juan Muller for *Official Gazette*---------- 5.71

(Page 2.)

Same disbursing officer as above:

1899.
Sept. 30. Paid R. Arazoza, *Official Gazette*---------- 2.50
Nov. 1. Paid J. M. Muller, *Official Gazette*---------- 2.50
Dec. 4. Paid J. M. Muller, *Official Gazette*---------- 2 50
4. Do ---------- 2.50

(Page 19.)

Account Juliano A. Pedroza, disbursing officer at Santa Clara:

1899.
Nov. 10. Paid J. Quirrerios, *subscriptions to periodicals, September*-- .90

(Page 19.)

Account Manuel S. Trolles, disbursing officer at Matanzas, Cuba:

1899.
Nov. 3. Paid Compania de Gas, *Official Gazette, October*---------- 10.00

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(Page 21.)

Account Justaninio Pedrosa, disbursing officer at Santa Clara, Cuba:

1899.
Dec. 9. Paid Juan E. Valdez, *1 month's subscription to Gazette*_____ $1.50

Account Manuel S. Trelles, disbursing officer, Matanzas, Cuba—

1900.
Jan. 2. Paid Ceferino Carreno, *subscription to Gazette*_____ 4.08
2. Do_____ 4.05
2. Do_____ 1.35

(Page 25.)

Account Ysaac Carrille, disbursing officer, court of appeals, Habana, Cuba:

1900.
Feb. 28. Paid E. Hisaldes Acosta, *subscription to Gazette*_____ .60

(Page 26.)

Account Americo Silva, disbursing officer, Puerto Principe:

1900.
Mar. 14. Paid Jose Santelices, *subscription 1 year to Legislativa Collection*_____ 6.25

(Page 31.)

Account Isaac Carrillo, disbursing officer, court of appeals, Habana, Cuba:

1900.
Apr. 19. Paid A. Solar, *subscription 3 months to Revista del Foro*____ 2.40
Apr. 30. Paid *subscription to Legislativa Collection*_____ 5.00
Apr. 30. Paid E. Haraldo Acosta, *subscription 2 months Gazette of Tribunals*_____ 1.20

(Volume 1, page 7.)

Miscellaneous:

Account Maj. J. F. Stretch, disbursing officer at Habana, Cuba—

1899.
July 7. Paid *subscription News Publishing Co., subscription to paper* _____ 5.00
July 10. Paid the *Publishing Company, subscription to paper*_____ 10.00

(Volume 2, page 81.)

Rural guard and administration:

Account Major J. F. Stretch, disbursing officer at Habana, Cuba—

1899.
Nov. 3. Paid *subscription 8 months to New York Sun, New York Herald, New York World* (General Ludlow)_____ 40.05

(Page 125.)

1900.
Jan. 24. Paid subscription to Patria (Gen. Ludlow)_____ 4.07
Jan. 26. Paid subscription St. T. Salosa, to *Herald, World, Sun*, and *Life* (Ludlow)_____ 21.35
Jan. 26. Paid subscriptions to *Diario de la Marina*_____ 2.91
Feb. 26. Paid *Diario de la Marina*, subscription for headquarters, Department of Habana_____ 2.91

NOTE.—*The three items for El Figaro are the same as the one in which General Rathbone is accused criminally.*

NOTE.—Attention is invited to the foregoing expenditures under head of "Subscriptions to newspapers," pages 86, 87, 88, and 89. Rathbone was indicted and tried for paying one year's subscription from public funds to a publication called "El Figaro," which is the paper shown on pages 86 and 87 as having been paid for in the same way.

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GAS AND ELECTRIC LIGHT BILLS OFFICIAL AND PRIVATE.

(Volume 1, page 11.)

Barracks and quarters:

Account of Captain J. T. French, disbursing officer, Habana, Cuba—

1899.

May 31. Paid Spanish American Light and Power Co. *gas bill, department headquarters* ---------- $203.65

Sept. 25. Paid Spanish American Light and Power Co., *gas and electric lights, headquarters General Ludlow*, for July and August ---------- 147.96

(Page 83.)

Account Maj. G. Y. Grimes, disbursing officer, Habana, Cuba:

1899.

Oct. 23. Paid Spanish American Light and Power Co., *electric and gas illumination at headquarters* ---------- 95.72

(Page 122.)

Account of Gen. C. F. Humphrey, disbursing officer, Habana, Cuba:

1899.

Nov. 3. Paid Spanish American Light and Power Co., *gas and electricity*, governor's and lieutenant governor's palaces, September ---------- 229.21

(Page 141.)

Account Gen. C. F. Humphrey, disbursing officer, Habana, Cuba:

1899.

Dec. 5. Paid Spanish American Light and Power Co., *electric and gas light*, governor-general's palace and division headquarters, stables, for October ---------- 434.04

(Page 143.)

Account Gen. C. F. Humphrey, disbursing officer at Habana, Cuba:

1899.

Dec. 30. Paid Spanish American Light and Power Co., *electric lights* 3rd floor, post-office building (for civilian employees, the military governor) ---------- 58.16

Same disbursing officer as above:

30. Paid Spanish American Light and Power Co., *for lighting* governor-general's and lieutenant-governor's palaces, headquarters stables, and 3rd floor of post-office building ---------- 552.06

(Page 150.)

Account Maj. W. H. Miller, disbursing officer at Matanzas, Cuba:

1900.

Jan. 4. Paid Spanish American Light and Power Co., *installing 3 electric lights at residence of department commander, Matanzas* ---------- 32.00

(Page 160.)

Account Maj. J. T. French, disbursing officer at Habana, Cuba:

1900.

Jan. 18. Paid Spanish-American Light and Power Co., *for electric and gas illumination* at headquarters department of Habana, month of December ---------- 125.75

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(Page 167.)

Account Maj. Miller, disbursing officer, Matanzas, Cuba:

1900.
Feb. 2. Paid Spanish-American Light and Power Co., *electric lights in house of the department commander, for December*---- $32.29

(Page 167.)

Account Major Miller, disbursing officer at Matanzas, Cuba:

1900.
Feb. 20. Paid Spanish-American Light and Power Co., *for 36 electric lights for January*, house of department commander------ 52.29

(Page 172.)

Account Gen. C. F. Humphrey, disbursing officer, division of Cuba, Habana, Cuba:

1900.
Feb. 28. Paid Spanish-American Light and Power Co., *for lighting governor-general's palace* and lt. governor's palace, headquarters stables, and 3d floor post-office building, Habana, Cuba ---------- 736.48

(Page 190.)

Account Maj. W. H. Miller, disbursing officer at Matanzas, Cuba:

1900.
Mar. 21. Paid Spanish-American Light and Power Co., *for 36 electric lights*, services house of department commander, for February ---------- 52.29

(Page 199.)

Account Gen. C. F. Humphrey, disbursing officer at Habana, Cuba:

1900.
Mar. 7. Paid Spanish-American Light and Power Co., *for lights for* governor's and lieutenant-governor's palaces and 3rd floor of post-office building and stables---------- 733.65

(Page 199.)

Account Gen. C. F. Humphrey, disbursing officer at Habana:

1900.
Mar. 21. Paid Spanish-American Light and Power Co., *for lights* governor-general's and lieutenant-governor's palaces, 3rd floor of post-office building, and stables, for February----- 781.26

(Page 203.)

Account same disbursing officer:

Apr. 17. Paid Spanish-American Light and Power Co., for lights, governor-general's and lieutenant-governor's palaces, 3rd floor post-office building, and stables, for March---------- 670.36

(Volume 1.)

Miscellaneous:

Account of B. F. Davis, disbursing clerk, division of Cuba, Habana, Cuba—

1899.
Dec. 20. Paid Spanish-American Light and Power Co., *for gas at quarters of Gen. Chaffee, for Nov*---------- 26.87

(Page 35.)

Same disbursing clerk:

1900.
Feb. 12. Paid Spanish-American Light and Power Co., *for gas furnished quarters and offices of General Chaffee*---------- 46.34

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(Volume 2, page 47.)

Public works, ports and harbors:
Account Capt. Lucien Young, captain of the port of Habana, disbursing officer at Habana, Cuba—

1899.
Dec. 14. Paid Spanish-American Light and Power Co., *for gas and electric lights* for November ---------- $86.75

(Page 50.)

Same disbursing officer as above:

1900.
Jan. 20. Paid Spanish-American Light and Power Co., *for gas and electric lights* for November ---------- 217.65

(Volume 2, page 158.)

Rural guard and administration:
Account B. F. Davis, disbursing officer, Habana, Cuba—

1900.
Mar. 17. Paid Spanish-American Light and Power Co., *for gas furnished to Gen. A. R. Chaffee's quarters for February*------ 31.44

(Page 163.)

Account Major French, disbursing officer at Habana, Cuba:

1900.
Apr. 26. Paid Spanish-American Light and Power Co., *for electric and gas lighting*, headquarters department of Habana, for March---------- 86.11

Account same disbursing officer:

1900.
Apr. 30. Paid Spanish-American Light and Power Co., *for electricity and gas lighting*, department headquarters of Habana, for March---------- 70.65

(Page 174.)

Account of E. F. Ladd, disbursing clerk, division of Cuba, Habana, Cuba:

1900.
Apr. 10. Paid Spanish-American Light and Power Co., *for gas, lighting quarters Gen. A. R. Chaffee, 82 Prado st*--------- 27.35

(Volume 2.)

Sanitation:
Account Walter Fletcher Smith, disbursing officer, engineer's department, Habana, Cuba—

1899.
Oct. 10. Paid Spanish-American Light and Power Co. *for gas and electric lights* for August---------- 150.07

NOTE.—The foregoing gas bills, on pages 90, 91, and 92, are the same as that of Rathbone's for $73.22 (see page 48), for which he was indicted and put on trial.

(Volume 2, page 156.)

Rural guard and administration:
Disbursements made by B. F. Davis, disbursing officer, Habana, Cuba—

1900.
Mar. 17. Paid United Railways of Habana, *for special train for use of Gen. Wood and staff*, from Villaneuva to Jovollanos ---------- $223.75
Jovollanos to Santo Domingo---------- 200.00
Santo Domingo to Cienfuegos---------- 194.10
617.85

(Page 64.)

Disbursements made by B. F. Davis, disbursing officer, division of Cuba, Habana, Cuba:

1899.
Nov. 10. Paid F. Steinhart, reimbursement of expenses ordered by the military governor during the month of October------- 93.00

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(Page 174.)

Disbursements made by B. F. Davis, disbursing officer, division of Cuba, Habana, Cuba:

1900.
Apr. 4. Paid Gen. Wm. Ludlow, military governor, Habana, extra compensation, April 1 to 15th ---------- $208.33

EXPENSES ON ACCOUNT ISLAND OF CUBA.

(Volume 2, page 4.)

Disbursements made by D. C. Herrara, disbursing officer, Habana, Cuba:

1899.
Sept. 9. Paid extra compensation as treasurer of Cuba ---------- 150.00
Same salary and many other items covering his term of service.

(Volume 2, page 175.)

Rural guard and administration:

1900.
Apr. 30. Paid Frank Steinhart, salary per diem $3.00 ---------- 90.00
Aug. 20. Paid Maj. Gen. John R. Brooke, extra compensation ---------- 625.00
Same salary and many other items covering his term of service.
Apr. 30. Paid Gen. Wm. Ludlow, salary, extra compensation, April 16th to 30th ---------- 208.33

EXPENDITURES ACCOUNT HEADQUARTERS, DIVISION OF CUBA.

(Volume 1, page 4.)

1899.
Aug. 20. Paid Maj. Gen. John R. Brooke, extra compensation ---------- 625.00

(Page 5.)

Nov. 21. Paid Maj. Gen. John R. Brooke for services as military governor of Cuba during September and October ---------- 1,250.00
Same salary and many other items during his term of service.

LOSS ON FOREIGN GOLD AND EXCHANGE.

(Volume 2, page 25.)

Rural guard and administration:
Disbursements made by Brig. Gen. Leonard Wood, disbursing officer, Santiago de Cuba—

1899.
Mar. 14. Paid North American Trust Company *difference in checks, Spanish gold in U. S. currency* ---------- 1,742.72
Disbursements made by Brig. Gen. Leonard Wood, disbursing officer, Santiago de Cuba:

1899.
Mar. 31. *North American Trust Co., redemption of counterfeit centen.* 4.82

(Volume 2, page 6.)

Island treasury expenditures:
Disbursements made by B. F. Davis, disbursing clerk, Habana, Cuba—

1899.
Dec. 28. Insurance on coin shipped to New York, $566,450, 7½ cents per $100.00 ---------- $424.83
*Loss on $96,540.00 Spanish gold and foreign gold* 506.43
Insurance on $636,400.00, at 7½ cents per $100.00 -- 477.34
*Loss* ---------- 3,028.93
Insurance on $868,065.26 ---------- 651.00
*Loss* ---------- 4,508.31
9,596.84

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(Page 7.)

1899.
Apr. 28. North American Trust Co., *shrinkage on mint*, $50,000.00----$2,871.56

NOTE.—Over $5,000.00 "loss on Spanish gold" was disallowed in Rathbone's accounts. The loss was the same as was allowed other officers, as shown on page 93. He did not make the Government reimburse him for counterfeit money that had been passed on him, as did Gen. Wood, see page 93.

QUERY.—Why was Rathbone indicted and put on trial for expenditures similar to those on pages 73 to 94, inclusive, and those who incurred the foregoing expenses were not accused criminally?

WRONGFUL EXPENDITURE OF PUBLIC FUNDS.

(Volume 1, page 16.)

Disbursements made by collectors of customs in Cuba:
Disbursements made by B. F. Davis, disbursing clerk, account Habana custom-house, Habana, Cuba—

1899.
Aug. 14. *Paid A. Ynclan, carriage for funeral*---------- 7.00

(Volume 1, page 44.)

Barracks and quarters:
Disbursements made by Lieut. J. R. Church, disbursing clerk, Santiago de Cuba—

1899.
July 31. Paid Catilina del Castillo y Borgella, part of purchase price, $3,000.00, for 167 acres of ground for site for military barracks and quarters, municipality of Cuba---------- 1,000.00
July 31. Paid Leucindie Guibert de Demos, purchase of other part of the 167 acres of ground for site of military barracks and quarters, municipality of Cuba---------- 2,000.00

This land was never used for the purpose for which it was bought, although about $80,000.00 was expended in the construction of a road to the property.

I call the attention of the committee to pages 32, 33, and 34 of Exhibit No. 15 (see page 50), which contains items of expenditure by me as director-general of posts, in which I am accused criminally. These are items for house furnishings for the official residence of the director-general, for an official carriage, coachman, and equipments and repairs to the same.

I invite attention also to the similarity in character of the items contained in Exhibits Nos. 15 and 17 (pp. 50 and 73) and the disallowed items in my accounts. No. 15 contains certain items in which I was accused criminally. The items were disallowed in my accounts by Assistant Auditor Lawshe in 1900, and No. 17 is a list of items of expenditure by the military governor and his subordinates. These three exhibits disclose a remarkable state of facts. Many, very many, of the items in the three exhibits are exactly alike; in some instances, notably in the "John Wanamaker bills," the articles were bought from the same merchant and applied to the same uses. The items recorded in Exhibit No. 17 (p. 73) were paid, audited, and passed as correct and proper charges against the revenues of the Government.

Items identical in character as many of those in Exhibit No. 15 (p. 50), and put to the same uses, that appear in my accounts, notably those for house furnishings, repairs to official residence, official carriage, harness, and equipments and repairs to the same; services to

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coachman and gardener, bathtub and fixtures, chandeliers, electric bells, and gas fixtures in official residence, were held by General Wood, officially and in his capacity as military governor, to be improper charges against the revenues of the Government in the following language: "*That these expenditures are not proper charges against the revenues of the Government.*"

---

**Exhibit No. 18.**

O. K.; L. W.

HEADQUARTERS MILITARY GOVERNOR ISLAND OF CUBA,
*Havana, October 29, 1901.*

Mr. ESTES G. RATHBONE, *Havana, Cuba.*

SIR: With reference to your communications addressed to the military governor, dated as will appear hereinafter, establishing appeals against the action of the auditor for the island in suspending the following-described payments made by you as director-general of posts of Cuba, the military governor directs me to inform you that he sustains the action of the auditor in disallowing said payments, viz:

| Date of appeal. | Statement of payment. | Amount. |
|---|---|---|
| June 1, 1901 | E. G. Rathbone, per diem allowance, $5 per day; Aug. 1, 1899 to Apr. 30, 1900. | $1,365.08 |
| Do | Bernardo Valdes, clothing for coachman | 18.35 |
| Do | Bernardo Valdes, clothing for coachman | 40.43 |
| Do | ——, hat for coachman | 8.83 |
| Do | Menendez & Vega, hats for coachman | 12.38 |
| Do | ——, Panama hat for coachman | 3.88 |
| Do | Manuel Fernandez, Havana, shirts for coachman | 8.50 |
| Do | Manuel G. Valles, raincoat for coachman | 26.50 |
| Do | Juan Crucet, boots for coachman | 6.50 |
| June 1, 1901 | ——, boots for coachman | 15.60 |
| June 7, 1901 | Enrique M. Masino, 1 gas lamp | 7.50 |
| June 11, 1901 | Bernardo Valdes, coachman's suit of livery | 20.83 |
| Do | Juan Crucet, boots for coachman | 15.60 |
| June 7, 1901 | W. H. Chapman, materials and repairs to house at 547 Cerro | 122.39 |
| Do | A. Roelandt's, coachman's suit | 74.00 |
| Do | Wm. H. Chapman, paper hanging, house at 547 Cerro | 40.00 |
| Do | W. F. Roberts, official cards and plates | 13.50 |
| June 12, 1901 | Lord & Taylor, New York, rugs, napkins, etc., warrant 9536 | 121.69 |
| Do | John Wanamaker, New York, furnishings for house, warrant 8698 | 1,356.69 |
| Do | Woodward & Lothrop, Washington, house furnishings, warrant 9437 | 133.33 |
| Do | J. Barrien & Bro., Havana, carriage, warrant 754 | 850.00 |
| Do | Manuel G. Valles, Havana, harness and fixtures, carriage, warrant 1421. | 306.88 |
| Do | Manuel G. Valles, carriage harness, warrant 1011 | 202.57 |
| Do | J. Solena, carriage repairs, warrant 7440, November 14, 1899 | 253.00 |
| Do | Victor Rubber Tire Co., N. Y., carriage tires, warrant 3744 | 85.00 |
| Do | Victor Rubber Tire Co., N. Y., carriage tires, warrant 8112, December 9, 1899. | 110.00 |
| Do | Gomez O'Brien Co., Havana, brass plates for attachment to chandeliers, house 547 Cerro, warrant 9475. | 4.00 |
| Do | J. Solena, carriage rent, warrant 7433 | 49.00 |
| Do | J. Barrien and Brother, Havana, repairs to carriage, warrant 2367, May 22, 1899. | 17.00 |
| Do | J. Barrien and Brother, Havana, shipping and packing wheels, carriage, warrant 7321. | 49.60 |
| Do | Manuel G. Valles, carriage fixtures, etc., warrant 7479 | 64.50 |
| Do | Manuel G. Valles, carriage fixtures, warrant 9606 | 82.05 |
| Do | Jose Claro, laborer at private stables, warrant 6339 | 15.00 |
| Do | Jose Claro, stableman | 116.00 |
| Do | Manuel G. Valles, stable furnishings, warrant 3530 | 13.94 |
| Do | Manuel G. Valles, carriage furnishings, etc., warrant 8719 | 21.25 |
| Do | Juan F. Villamil, boarding of horses, warrant 6710, October 14, 1899 | 63.00 |
| Do | M. G. Valles, supplies for team, warrant 11025, April 19, 1900 | 6.70 |
| Do | M. G. Valles, stable supplies, warrant 6704 | 2.30 |
| Do | Francisco Etchehorhen, services of veterinarian, warrant 8117 | 4.86 |
| Do | M. G. Valles, incidental expenditures, horses and carriage, warrant 2107, May 12, 1899. | 7.11 |
| Do | M. G. Valles, harness fixtures, warrant 7322 | 7.00 |
| Do | M. G. Valles, carriage lanterns, warrant 10227 | 2.25 |
| Do | Pedro Santie, horse feed, warrant 2365 | 5.83 |
| Do | Pedro Santie, horse feed, warrant 1270 | 5.84 |
| Do | Juan F. Villamil, horse feed, etc., warrant 8105 | 86.50 |
| Do | M. G. Valles, stable fixtures, warrant 5499 | 1.70 |
| Do | Serafina Molinerde Jorrin, rent of office and coachman's room, months of March, April, May, June, July, August, and first half of September, 1899, at rate of of $110.00 per month. | ..... |

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| Date of appeal. | Statement of payment. | Amount. |
|---|---|---|
| June 12, 1901 | Santiago Hernandez, salary as coachman, March 1, 1899, to April 30, 1900. | $991.20 |
| Do | Amparo Valles, interpreter | 30.33 |
| Do | J. W. Mason & Co., New York, household furniture | 833.91 |
| Do | Lobet and Company, repairs to furniture, warrant 9509 | 178.70 |
| Do | J. W. Mason & Co., New York, household furniture, warrant 8701 | 368.15 |
| Do | J. W. Mason & Co., New York, household furnishings, warrant 10209, December 19, 1899. | 61.57 |
| Do | J. W. Mason & Co., New York, houshold furniture, warrant 9514, February 16, 1900. | 58.02 |
| Do | J. W. Mason & Co., New York, household furnishings, warrant 2869 | 35.25 |
| Do | New York Furniture Exchange, household furnishings, warrant 8730 | 237.78 |
| Do | J. Borbolla, Havana, chandeliers, candelabras, warrant 8850 | 113.00 |
| Do | G. Gardner, bath tubs, warrant 1789 | 71.00 |
| Do | —— repairs to official residence; warrant 8951 | 136.91 |
| Do | Purdy & Henderson, house repairs, warrant 7443 | 5.50 |
| Do | Instantaneous Water Heating Co., New York City, water heaters; warrant 1784 | 81.35 |
| Do | J. W. Mason & Co., New York, household furniture | 24.19 |
| Do | Antonio Diaz, lumber, official residence, warrant 8866 | 3.42 |
| June 19, 1901 | Official cards | 13.75 |
| Do | Havana Electric Co. Installation of electric bells, warrant 8718, Jan. 12, 1900 | 64.75 |
| Do | Expended on warrant 6705, September 20, 1899, one penknife | 3.00 |
| Do | Expended for paints, hardware, and builders' material for residence | 39.94 |
| Do | Antonio Diaz, lumber, etc., residence | 48.15 |
| Do | —— lumber and cartage | 31.10 |
| Do | J. L. Mott Iron Works, New York, bathroom supplies | 40.88 |
| June 1, 1901 | Matt M. Mora, gas fixtures, etc., private dwelling | 45.00 |

In rendering this decision the military governor remarks as the reason therefor: "*That these expenditures are not proper charges against the revenues of the Government.*"

Very respectfully,

[OFFICIAL SEAL.]

EDW. CARPENTER,
*1st Lieutenant, Artillery Corps, U. S. A.,*
*Acting Adjutant-General.*

I call attention to the letters "O. K.; L. W." on the upper right-hand corner of Exhibit No. 18, showing that General Wood passed on the matter *personally*.

General Wood bought household goods from John Wanamaker, the same as I did, and *employed two coachmen and a hostler*, and paid them from insular funds, and incurred other expenses exactly like mine, as did many of his subordinates.

---

**Exhibit No. 19.**

(Form No. 5. Voucher No. 4. Abstract A. Month of July, 1901.)

NEW YORK, *July 16, 1901.*

*Genl. Leonard Wood, Havana, Cuba, to John Wanamaker, Dr.* (*Shipped by Ward Line.*)

| | | |
|---|---|---|
| July 16, 1901. | 8 tea pillows | $21.60 |
| | 6 prs. pillow cases, 1.75 per pr | 10.50 |
| | 6 prs. pillow cases, 2.00 per pr | 12.00 |
| | | 44.10 |
| | Freight prepaid | 6.00 |
| | | 50.10 |

Received payment.

JOHN WANAMAKER.

*Under oral agreement.*

I certify that the above account is correct and just.

FRANK MCCOY, *Aid-de-Camp.*

Paid by check 266140. Date, July 25, 1901. For $50.10. North American Trust Company, Havana.

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## Exhibit No. 20.

*Copy of palace pay roll for March, 1902.*

| No. | Name. | Employment. | Annual salary. | Amount. |
|---|---|---|---|---|
| 1 | Joab N. Patterson | Superintendent | $1,800.00 | $150.00 |
| 2 | Manuel Sabatis | Engineer | 1,200.00 | 100.00 |
| 3 | Robert E. Craig | Assistant engineer | 1,200.00 | 100.00 |
| 4 | Harvey O. Reynolds | ....do | 1,200.00 | 100.00 |
| 5 | Miguel Manisa | ....do | 900.00 | 75.00 |
| 6 | Carl Peterson | Watchman | 1,080.00 | 90.00 |
| 7 | James H. Beach | ....do | 1,080.00 | 90.00 |
| 8 | Juan Esperon | ....do | 540.00 | 45.00 |
| 9 | Joaquin Cross | Carpenter | 1,080.00 | 90.00 |
| 10 | James Sinclair | ....do | 1,080.00 | 90.00 |
| 11 | Julio Crespo | Foreman | 900.00 | 75.00 |
| 12 | Felipe Valdez [a] | Laborer | 540.00 | 45.00 |
| 13 | Angel Fernandez [a] | ....do | 480.00 | 40.00 |
| 14 | Jose Penabad [a] | ....do | 480.00 | 40.00 |
| 15 | Noi Covantes [a] | ....do | 480.00 | 40.00 |
| 16 | Justo Yrure [a] | ....do | 480.00 | 40.00 |
| 17 | Blas Barberia | ....do | 480.00 | 40.00 |
| 18 | Marcelanus Susini | ....do | 480.00 | 40.00 |
| 19 | Daniel Martinez | ....do | 480.00 | 40.00 |
| 20 | Pablo Masset | ....do | 480.00 | 40.00 |
| 21 | Juan Alvarez | ....do | 480.00 | 40.00 |
| 22 | Alfredo Carrigan | *Coachman* (Wood's) | 660.00 | 55.00 |
| 23 | Patrico Montarbo | ....do | 600.00 | 50.00 |
| 24 | Rufino Hernandez | *Hostler* (Wood's) | 480.00 | 40.00 |
| | Total | | | 1,555.00 |

[a] SERVANTS.

## Exhibit No. 21.

(Voucher 49 B. Month of April, 1902.)

*Pay roll of the palace employees.*

| No. | Names. | Employment. | Salary. | Amount Paid. |
|---|---|---|---|---|
| 1 | Joab N. Patterson | Supt | $1,800.00 | $150.00 |
| 2 | Manuel Sabatis | Engineer | 1,200.00 | 100.00 |
| 3 | Robert F. Craig | Asst. engineer | 1,200.00 | 100.00 |
| 4 | Harry O. Reynolds | ....do | 1,200.00 | 100.00 |
| 5 | Manuel Naurisa | ....do | 900.00 | 75.00 |
| 6 | Karl Pederson | Watchman | 1,080.00 | 90.00 |
| 7 | James H. Look | ....do | 1,080.00 | 90.00 |
| 8 | Juan Esperon | ....do | 540.00 | 45.00 |
| 9 | James Sinclair | Carpenter | 1,080.00 | 90.00 |
| 10 | Juaquin Grass | ....do | 1,080.00 | 90.00 |
| 11 | Julio Crespo | Foreman | 900.00 | 75.00 |
| 12 | Filipe Valdez | Laborer | 540.00 | 45.00 |
| 13 | Angel Fornandes | ....do | 480.00 | 40.00 |
| 14 | Jose Penabad | ....do | 480.00 | 40.00 |
| 15 | Noi Covantes | ....do | 480.00 | 40.00 |
| 16 | Justo Yrure | ....do | 480.00 | 40.00 |
| 17 | Blas Barberia | ....do | 480.00 | 40.00 |
| 18 | Marcelanus Susini | ....do | 480.00 | 40.00 |
| 19 | Daniel Martines | ....do | 480.00 | 40.00 |
| 20 | Pablo Nasset | ....do | 480.00 | 40.00 |
| 21 | Juan Alvarez | ....do | 480.00 | 40.00 |
| 22 | Alfredo Carrigan | *Coachman* (Wood's) | 660.00 | 55.00 |
| 23 | Patrico Montavlo | ....do | 600.00 | 50.00 |
| 24 | Rufino Hernandez | *Hostler* (Wood's) | 480.00 | 40.00 |
| 25 | Santiago Baras | Carpenter | [a] 2.50 | 65.00 |
| 26 | Juan Sela | ....do | [b] 2.50 | 41.25 |
| 27 | Francisco Sunte | ....do | [c] 2.50 | 30.00 |
| 28 | Antonio Huerto | ....do | [c] 2.50 | 30.00 |
| 29 | Pablo Bernardo | ....do | [d] 2.50 | 22.50 |
| 30 | Benito Albeivus | ....do | [e] 2.50 | 12.50 |

[a] Per day, 26 days.
[b] Per day, 16½ days.
[c] Per day, 12 days.
[d] Per day, 9 days.
[e] Per day, 5 days.



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This pay roll, amounting to ($1,756.25) one thousand seven hundred and fifty-six and 25/100 dollars, is *approved by the military governor* of the island of Cuba as rendered, and payment by the treasury disbursing clerk *is ordered.*

*By direction of the military governor:*

H. L. SCOTT, *Adjutant-General.*

I certify that this pay roll is accurate and just and the services charged for have been duly rendered.

H. L. SCOTT, *Adjutant-General.*

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On the question of my authority to make expenditures on behalf of the department of posts of Cuba, I submit that the President's order of July 21, 1898 (Exhibit No. 8, p. 25), providing for a postal service over territory in possession of the United States Army; the order No. 534 of the Postmaster-General appointing me director of posts (Exhibit No. 9, p. 25), and paragraph 1, section I of the Postal Code of Cuba (Exhibit No. 10, p. 25), was ample authority; and that mine was the only authority in Cuba to determine the matter of facilities to be employed and expenditures to be made in the postal service of Cuba, and it would seem that the Postmaster-General concurred in this view, for on March 4, 1900, he wrote me a letter, from which I quote as follows:

You decide what facilities shall be furnished and how much expenditure shall be incurred. The question arises in my mind whether that is not a responsibility which should be shared with the general island authorities.

I ask that this letter and my answer thereto be procured from the Post-Office Department and injected into the proceedings of this case.

In the matter of my reporting receipts and expenditures to the Postmaster-General, I call attention to pages 60 and 61 of my report to the Postmaster-General for the fiscal year ended June 30, 1899, which is a statement of revenues and disbursements. The particular thing which I wish to call attention to at this time is the fact that I report as having expended for "carriage, harness, and equipments, $2,129.56." Yet a year later I was accused criminally for this expenditure.

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**Exhibit No. 22.**

(Extract from E. G. Rathbone's report as director-general of posts of Cuba for the fiscal year ending June 30th, 1899, pages 60 and 61.)

*Statement of revenues and disbursements to and including June 30th, 1899.*

| | |
|---|---|
| Revenues | $250,100.00 |
| Expenditures: | |
| Salaries, department of posts | 96,334.22 |
| Miscellaneous expenditures | 4,851.26 |
| Salaries, clerks in post-offices | 23,015.58 |
| Salaries, postmasters | 42,019.30 |
| Salaries, railway postal clerks | 12,893.79 |
| Salaries, letter carriers | 7,690.02 |
| Transportation | 6,708.93 |
| Telegraph and cable | 334.05 |
| Printing and stationery | 12,091.49 |
| Furniture | 2,514.27 |
| Building and repairs | 19,216.73 |

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| | |
|---|---|
| Expenditures—Continued. | |
| Rent | $5,073.79 |
| Light | 1,305.70 |
| Per diem | 12,433.39 |
| Bonds | 421.50 |
| *Carriage, harness, and equipments* | 2,129.56 |
| Newspapers | 30.72 |
| Mail transportation | 2,300.97 |
| Mail bags | 3,447.93 |
| Letter balance and scales | 162.00 |
| Post marking and rubber stamps | 1,207.71 |
| Street letter boxes | 1,352.75 |
| Safes | 4,044.89 |
| Refunds | 100.00 |
| Mail wagons | 240.00 |
| Star-route contractors | 3,552.09 |
| Total | 265,572.64 |
| Less | 15,472.61 |
| Less warrants cancelled | 1,202.39 |
| Deficit | 14,270.25 |

NOTE.—In explanation of the item of revenues in the above table, the sum of $250,100 is made up of two items, viz:

| | |
|---|---|
| Received from the postmaster at New York | $99,912.98 |
| Received from the revenues of the island | 150,187.02 |
| Total | 250,100.00 |
| Showing a net revenue from the island of | 150,187.02 |

I also made a similar report of revenues and expenditures to Gen. John R. Brooke, the military governor, containing the same item, which will be found in his report. If these expenditures were not considered proper ones to be charged to the postal revenues, the question naturally arises, *Why was I not so advised when I reported them officially?*

As a further evidence that I reported receipts and expenditures to the Postmaster-General, I quote from a letter from Hon. Charles Emory Smith, dated April 18, 1900:

Your letter of the 11th instant, transmitting a statement of receipts and disbursements covering a period from January 1, 1899, to February 26, 1900, inclusive, classified under twenty-eight different heads, was duly received, and I have examined the statement with great interest. *It is prepared with admirable care and presents at a glance the fiscal aspects of the postal service in Cuba.*

I notified the auditor, and he in turn notified the director-general of posts, under date of June 30, 1900, that eleven of the persons to whom duplicate checks had been issued were still in the service and recoveries could probably be made. The letter is as follows:

**Exhibit No. 23.**

HAVANA, *June 30, 1900.*

The honorable the Director-General of Posts.

SIR: I have the honor to inform you that double payments, as indicated below, have been made to individuals now in the postal service of Cuba:

| | |
|---|---|
| Payment to Gregorio Masvidal, assistant postmaster at Santa Clara, salary for March, 1899 | $187.50 |
| Same, salary for April, 1899, $94.50 and $37.80 | 132.30 |
| Payment to Manuel Perez, letter-carrier at Matanzas, salary for January, 1899 | 28.50 |

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Payment to Alberto de la Villa, clerk at Matanzas, salary for January, 1899 ..... $28.50
Payment to Ernesto Valdez y Porteau, clerk at Matanzas, salary for January, 1899 ..... 39.50
Payment to Jose Rey Carballo, conductor at Matanzas, salary for February, 1899 ..... 21.41
Payment to Waldo Mendez, mail carrier at Cardenas, salary for March, 1899 ..... 23.70
Payment to Domingo Gonzalez, mail carrier at Cardenas, salary for March, 1899 ..... 23.70
Payment to Antonio Suarez, jr., mail carrier at Cardenas, salary for March, 1899 ..... 23.70
Payment to Francisco Gonzalas, postmaster at Cidra, salary for April, 1899 ..... 20.66
Payment to Jose Sanabia, clerk at San Luis, salary for April, 1899 ..... 37.81

* * * * * * *

A. L. LAWSHE,
*Asst. Auditor for the Island of Cuba.*

I also wrote Mr. Fosnes, the then director-general, inclosing another list of persons in the service from whom recoveries could be made, and asked him to endeavor to recover the amounts. No results were effected so far as I know or am advised. I think the Government could have recovered a great portion of this money.

I invite attention to Exhibit No. 15 (p. 40), where it treats of duplicate checks; also to the following, which is a correct list of the duplicate checks issued by the department.

---

**Exhibit No. 24.**

*Statement of duplicate checks issued by the department of posts.*

| 1899. | Name of payee. | Amount. |
|---|---|---|
| Nov. 30 | R. H. Cowan & Co. (A) | $178.50 |
| July 12 | Julius W. Errickson (R) | 82.93 |
| May 6 | Juan Crucet (A) | 15.60 |
| June 1 | C. C. Hill (R) | 38.48 |
| Aug. 5 | M. Ruiz & Co. (R) | 58.10 |
| May 8 | Francisco Gonzalez (B) | 20.66 |
| April 19 | James E. Smith (B) | 14.30 |
| April 21 | M. Pulido (A) | .90 |
| June 15 | Eduardo Fernandez Fontacha (R) | 30.66 |
| June 15 | Ignacio Sola (R) | 15.12 |
| June 13 | Grogoria Masvidal (R) | 37.80 |
| May 18 | Amado Cornillardo (A) | 47.40 |
| May 17 | Antonio Suarez (A) | 23.70 |
| May 17 | Antonio Suarez, jr. (A) | 23.70 |
| May 17 | Antonio Suarez (A) | 21.40 |
| May 17 | Jose M. Magrina (A) | 37.92 |
| May 17 | Jose M. Magrina (A) | 11.01 |
| May 17 | Domingo Gonzalez (A) | 23.70 |
| May 17 | Waldo Mendez (A) | 23.70 |
| May 18 | Jose Acencio (A) | 59.24 |
| May 18 | Ramon Suarez Y Bengas (A) | 25.69 |
| May 18 | Jose Migoyo (A) | 5.33 |
| May 4 | Fernandez Garcia Y Co. (A) | 3.00 |
| May 6 | Bernardo Gonzales (A) | 3.30 |
| May 4 | Manuel Garcia (A) | 12.00 |
| May 23 | Rafel Delgardo (A) | 6.00 |
| May 17 | Grogoria Masvidal (A) | 94.50 |
| May 18 | Ernesto Valdez Y Porteau (A) | 39.50 |
| May 18 | Manuel Perez Y Perez (A) | 28.50 |
| May 18 | Alberto de la Vila (A) | 28.50 |
| May 18 | Gregori Masvidal (A) | 187.50 |
| May 13 | Jose Sanabia (A) | 37.81 |
| May 29 | Jose Rey Carballo (R) | 21.41 |
| June 13 | Adolfo Arias (R) | 30.66 |

Those marked thus (A) P. H. Bristow signed both the originals and duplicates.
Those marked thus (B) P. H. Bristow signed the duplicates.
Those marked thus (R) E. G. Rathbone signed the duplicates.

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RECAPITULATION.

26 were signed by Bristow.
8 were signed by Rathbone.
24, both the original and duplicates, were signed by P. H. Bristow.

P. H. Bristow was acting director-general from April 6th, 1899, to May 24th, 1899, inclusive, and from October 21 to November 28, 1899.

NOTE.—The foregoing list of duplicate checks was made from the various letters of the auditor advising me of the disallowances.

It will be seen from this exhibit that there were 34 duplicate checks in all, 26 of which were signed by Mr. P. H. Bristow, my chief clerk, while acting director-general during my absence. That in 24 of the 34 cases of duplication Bristow signed both the original and duplicate, and that 25 of the duplicates out of the 26 were signed during the months of April and May, 1899, during my absence. I ask the committee to secure the warrants named in Exhibit No. 24 (p. 100) from the Secretary of War for examination. By reference to the accusation (Exhibit No. 15, p. 40) it will be seen that *I was accused jointly with Neely and Reeves* for the duplication of these warrants, *and Bristow*, who signed the most of them, or 26 out of 34, *was not accused.* I do not make this statement for the purpose of reflecting discredit upon the integrity of Mr. P. H. Bristow. I want to go on record here and now, as I have done before, by expressing my belief in the honesty and integrity of Mr. P. H. Bristow.

The warrants were usually presented for signature by Reeves in large numbers—hundreds at a time. Neither Bristow, as acting director-general, nor myself had the time to examine into each one, but depending upon the honesty and accuracy of Reeves, who was a sworn and bonded officer, they were signed without stopping to inquire into each and every one.

I also invite attention to an extract from Reeves's signed statement, as follows:

**Exhibit No. 25.**

[Extract from a signed statement of W. H. Reeves dated October 25th, 1900.]

"Of the irregular warrants referred to as having been endorsed by C. F. W. Neeley and myself, of the warrants now presented to me I recognize the following described warrants as having the name of their respective payees endorsed upon such warrants by C. F. W. Neeley:

| No. | Date. | Payee. | Amount. |
|---|---|---|---|
| 2126 | May 13, 1899 | Jose Sanabia | $37.81 |
| 2237 | May 18, 1899 | Ramon Suarez y Binges | 25.69 |
| 2379 | May 29, 1899 | Jose Rey Carballo | 21.41 |
| 2899 | June 15, 1899 | Ignacio Sola | 15.12 |
| 2901 | June 15, 1899 | Eduardo Fernandez Fontacha | 30.66 |

Of the irregular warrants now presented to me I recognize the following described warrants as having the name of their respective payees endorsed upon such warrants by myself.

| No. | Date. | Payee. | Amount. |
|---|---|---|---|
| 2062 | May 11, 1899 | Francisco Gonzalez | $19.78 |
| 2423 | June 1, 1899 | C. C. Hill | 38.46 |
| 2747 | June 18, 1899 | Adolfo Arias Hernandez | 30.66 |
| 3742 | Aug. 5, 1899 | M. Ruiz & Co | 53.10 |
| 6005 | Sept. 13, 1899 | Julius W. Erickson | 82.98 |

In addition to the warrants enumerated, there were other warrants similarly treated by us at different times, commencing in March, 1899, which warrants are not shown to me at this time."

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It will be seen that he confesses to having forged the payee's name on 5 of the warrants named in the accusation, and gives a list of 5 others which he says Neely forged.

During the trial of the postal cases, about January 7, 1902, Reeves stated in open court that he himself forged 8 out of the 10 warrants named in Exhibit No. 25. (See his testimony of about January 7, 1902.)

When the fiscal filed his "accusacion" or indictment with the audiencia we found that I was accused of offenses involving from $100,000 to $150,000, the most of which we had no notice of, and it was a surprise to us. I had but twenty days in which to formulate my answer and defense to these additional and serious charges. Myself and attorneys were fully prepared to meet the first charges, involving $4,048. We applied to the court for an extension of time, alleging an insufficiency of time in which to examine the papers in the case, there being from 7,000 to 10,000 pages of written testimony in the "summarios," and at least 1,000 and perhaps 2,000 exhibits or "documents," as they are called, varying from a single sheet or letter to letterpress copy books of 1,000 pages, and various other voluminous documents, such as bills, reports, accounts, vouchers, printed books, etc., which would be a physical impossibility for myself or my attorneys to examine within the allotted time.

Immediately after the filing of the "accusacion" or indictment in court (Exhibit No. 15, p. 36), my attorneys moved the court to allow me to go to the department of posts and examine the records, letters, and copies of letters contained in letterpress copy books, and other documents, to gather data to enable us to arrange my defense. In addition to this, on two different occasions, while the case was pending before the police magistrate or judge of the first instance, my attorneys asked permission in writing for me to go to the department of posts and examine the papers, the records, etc., but *our requests were denied*, and *the court records so show*.

There was ample evidence in the records and correspondence to refute many of the charges in the accusation, as, for instance, I was accused of having been a candidate for civil governor in the latter part of 1899, and expending Government funds to defray my campaign expenses. The letter books would show a copy of a letter by me to the Postmaster-General of early in October, 1899, sending word to the President that this talk about me for civil governor was the work of misguided friends; that I did not want to be civil governor, and gave my reasons therefor. The letter was positive in character and completely upset their charges. It was this character of evidence which the records contained, and which was positive and convincing, that I sought.

The court granted our request, but before the final order was made granting me the privilege, a conference was held between the fiscal, Arturo Hevia, Fosnes, and General Wood, and perhaps others, when, upon petition of the fiscal, the court reconsidered, reversed itself, and denied our petition, as the court records plainly show, thus depriving me of a means of my defense which should not be denied to any person.

As before related, we petitioned the court for an extension of time of ten days, in which to examine the great volume of papers in the

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case. This was denied us, as it was also denied to one of the other defendants, Señor Mascaro.

Neely's attorney asked for more time, and it was granted in the following order, which is of record in the post-office cases:

HEADQUARTERS DIVISION OF CUBA,
*Habana, November 12, 1901.*

The SECRETARY OF JUSTICE, *Habana.*

SIR: *The military governor directs* me to inform you that for reasons given by Mr. Alfredo Zayas, counsel for Mr. Neely in the post-office cases, he has granted an extension of ten days *to the term given by the law to file answers.*

*The military governor directs that you inform the audiencia of this decision,* with such instructions as you may consider necessary.

H. L. SCOTT, *Adjutant-General.*

Thus ten days more time was granted, *not by the court, but by a military order* upon the motion of Mr. Neely's counsel, as before related. My attorneys petitioned the court for an extension of time, as it was impossible to examine the papers in the twenty days allotted. Another reason was that the documents, etc., that we had asked to be brought into court had not been so brought in at the time of beginning of the trial, which was January 4, 1902, on which date only a portion of such evidence had arrived, and that had not been translated. A large portion of the evidence called for by us, and which had been allowed by the court, did not arrive and was not translated until the case was near a close, and some of it was not produced in court properly translated until the evidence was closed and the summing up begun, *and the records so show.*

The trial lasted two months and eight days, or from January 4 to March 8, 1902, inclusive. My petition for an extension was based on section 745 of the Laws of Criminal Procedure, which provides:

Notwithstanding the provisions of the preceding section, the president of the court may suspend the opening of the trial when the parties, for reasons not within their control, *shall not be ready with the evidence applied for in their respective pleadings.*

The extension of time was denied us, whereupon my attorneys, Drs. Pablo Desvernine and Jose Antonio Gonzalez Lanuza, withdrew from the case, basing their action on the fact that it was impossible for them to properly prepare my defense in the time allotted so as to do themselves and their client justice. I was notified by the court to designate another attorney or attorneys, which I did, and he accepted the employment conditioned upon his being given proper time to examine the papers and prepare the defense, whereupon the court assigned an attorney to me and gave us one hour for consultation, in violation of section 12 of Military Order No. 181, dated April 30, 1900, as follows:

**Exhibit No. 26.**

No. 181.] HEADQUARTERS DIVISION OF CUBA,
*Havana, April 30, 1900.*

The military governor of Cuba, upon the recommendation of the secretary of justice, directs the publication of the following order:

I. The appraisements and proceedings for the collection of costs referred to in articles 242, 243, and 244 of the Law of Criminal Procedure shall not take place whenever it be shown in the respective record that the prisoner is insolvent, unless on of the parties requst said measures.

II. The order which the judge issues for the provisional detention of the accused must state the legal grounds for said detention.

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III. The summons referred to in articles 512 and 838 must be made by communication to the civil governor of the Province wherein the court of instrucción is located, for transmittal to the other governors, together with a request that they have the same published in the official organ of the Province. Said governors shall transmit the summons to the police officials of the Province. In the records only the first communication mentioned above shall appear, and if there should be other persons indicted, the result of the summons shall not be waited for, in order to declare the ending of the summary proceedings.

IV. The transmittal of the summary proceedings referred to in article 622 must be direct to the fiscal of the audiencia. The instruments of the crime shall be retained by the judge, and the order of the audiencia which confirms the closing of the proceedings shall also provide that said instruments be forwarded.

V. The submittal of the closing of the records, referred to in article 624, shall always be effected by forwarding the case to the fiscal, who will examine the summary and upon finding it complete will transmit it to the court, with whatever request in writing he may deem proper. If he asks for the opening of the trial he will issue his statement. The complainant shall have the original records as long as the fiscal, and if he does not act within said period he shall forfeit his right.

If the fiscal should not find the summary complete, he shall directly require the judge returning the case to him to take whatever steps may have been omitted in the premises. If the complainant ask for further measures, the sala shall render decision, without further appeal therefrom, and, if it agree to the above, it shall direct the judge to take proper action, returning to him the summary proceedings.

VI. Article 632 of the Law of Criminal Procedure, modified by Article XIII of Order No. 109, headquarters Division of Cuba, dated July 13, 1899, is amended to read as follows:

"Article 632. Where there may be a merely civil actor in the case, he will be informed of the proceedings after the decision referred to in article 630 has been made, if the oral trial should have been opened and the qualification by the accusing parties be considered as made. The term for the civil actor shall be five days only, and he will formulate conclusions only with reference to the last two cases mentioned in article 650. These conclusions having been formulated, or if there should be no civil actor, the qualification having been made by the fiscal or by a private accuser, a copy of the qualification and of the statements, if there be any, shall be given to the accused and to the third parties civilly responsible, in order that they may, within the period of five days for each one, express in numbered statements corresponding to the respective qualifications, their approval or disapproval of any of these, and in the latter case to state upon what points there is difference of opinion.

"During these five days for each and every party the records, correspondence, books, and papers and other reliable documents shall be shown in the office of the secretary of the court. Said court shall appoint counsel for the accused or third parties civilly responsible, if they should have none.

"The five days can not be extended except there be alleged under oath some cause admitted by the court, in which case the period may be extended five days more at most, for examination of the records. Should conclusions have to be formulated by more than two accused or parties civilly responsible, the period shall be of ten days common to all, and the extension of five days. If there be more than four, the period shall be of fifteen days, which may be extended to twenty."

VII. Instead of the sentence with the requirements of article 142, the sala can state in the record of ratification that by virtue of its concurrence the accused is condemned to the penalties asked for by the accusation, and errors of the fiscal may also be corrected (if this action be favorable to the accused), omissions may be supplied, and accessory penalties or other kinds of responsibility can be added. The fulfillment of this provision shall never be delegated to the judges, it must be communicated to the general registry of prisoners or to the judge, pending the creation of said office, a special book being formed in the audiencias with the certified copies of sentences.

Whenever any indicted person agrees to the penalty called for, action shall be taken in regard to him without prejudice to the continuation of the proceedings against those who may not so agree.

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Articles 655, 694, 697, and 795 are amended in the manner specified in this article in regard to the process of imposing the penalty, serving the sentence, and making record of same.

VIII. Without introducing a form of interrogatives in the lists of witnesses referred to in article 657, they shall show the principal point or points of the deposition to be made by the witness, in order that the sala may decide as to the relevancy or otherwise of the evidence. The number of witnesses shall be in accordance with the provisions of article 644 of the Law of Civil Procedure, and they shall be presented by the party or parties interested and receive from same whatever compensation is to be paid to them.

IX. Article 658 and paragraphs 4 and 5 of article 746 of the Law of Criminal Procedure are modified to read as follows:

"Article 658. After the exposition of qualification be presented within the legal period, as must be required by the court, an order shall be issued without delay in regard to the admission of the evidence in compliance with the provisions of article 659, but the period to begin the oral trial shall not exceed twenty days, unless there be well-founded reasons, which must be justified to the court."

X. Parties may avail themselves of the written deposition of witnesses who live temporarily or permanently in foreign countries. Said depositions may be used as documentary evidence during the proceedings, provided they be presented before the end of the sessions, and provided the record containing them conform to all the requirements in regard to their authenticity.

XI. The personal substitution for the fines referred to in article 661 shall be at the rate of one day imprisonment for every three dollars.

XII. Paragraphs 4 and 5 of article 746 are modified to read as follows:

"4th. Whenever any member of the court or the fiscal or counsel for any of the parties should fall suddenly ill and not be able to take part in the oral trial and a substitute can not be found immediately for said counsel the trial shall be set for another day within the next ten; if said counsel or any other appointed by the accused should not be able to appear even then, the court shall appoint one de oficio (by its own action) and responsibility, in order that the trial may take place within the following ten days; which period shall not be subject to extension.

"Whenever there are several parties accused and several lawyers for the defense, if any one of said lawyers should fail to appear the court shall appoint counsel for the party or parties accused whose lawyer may have failed to appear for any reason, from among the lawyers present belonging to the other persons under trial, provided there be no opposing interests involved. In the latter case, the trial will be set within the next ten days at most.

"5th. A trial shall be suspended if the party accused, there being but one, be so ill (as specified in the preceding paragraph) as not to be able to appear at the trial; but if there be more than one party accused and the court believes that the trial can go on with the parties and lawyers who may be present, it shall order the trial, setting, nevertheless, a new trial for the parties who have not appeared.

"In all cases of nonappearance, the accused must present proof of alleged illness by presenting a medical certificate, signed by two doctors, under oath before the court, or a notary public, which shall state the disease or disability, and that it is absolutely impossible for the party accused to be present at the trial.

"The day fixed for the trial shall not be beyond the following ten."

XIII. In any of the cases of article 641, upon granting the provisional closing of the case, the order of indictment shall be annulled. If at the reopening of the case the indications of guilt against the accused party, who was the object of said closing, still exist or be reaffirmed, a new order shall be issued stating said consideration.

XIV. In the department of state and government a general register of prisoners shall be opened, to which judges shall refer, either by letter or telegraph, in order to ascertain the antecedents of the prisoners. The secretary of justice will agree with the secretary of state and government upon the best and earliest method to establish said register.

XV. The provisions of Article VI of this order shall be immediately applicable to the cases wherein the fiscal, the complainant, or the civil actor may have already stated the qualifications, to which end the secretary of the court will make the copies within ten days following the date of receiving the Gazette of

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Havana containing this order, and shall deliver them immediately to the parties who may not have yet answered the accusation, in order that they may do so within the time specified in article 632, and he shall take back the records from the lawyer in order that they be accessible in the secretary's office during said period.

XVI. All existing legal provisions in force in conflict with this order are hereby annulled.

ADNA R. CHAFFEE.
*Brigadier-General, U. S. Vols., Chief of Staff.*

Official:
[SEAL.] J. B. HICKEY,
*Assistant Adjutant-General.*

I declined to accept the attorney assigned to me by the court, for the reason that he knew nothing of the case. The time—one hour—in which I was given to acquaint him with the case was too short for proper consideration, and besides this, he spoke no English, and was not such an attorney as I would have selected to defend me.

Upon the court being advised of my decision they immediately reconvened, they having been in recess for fifteen or twenty minutes, and the trial began, whereupon I protested against further proceedings until such time as I could have an attorney or attorneys of my own selection in court to represent me. The protest was noted, and the trial proceeded. (See the stenographer's report of the first day's proceedings.)

After the adjournment of the first day's trial I requested my attorneys to again take up the case, and told them that I would take all responsibility for the outcome. After much pleading on my part they consented, at the same time notifying me that they were not prepared to defend me as they should be, because of the lack of time.

It became apparent to us in the early stages of the case that the military governor was giving orders, instructions, and intimations to the courts in the postal cases in violation of a specific statute, to wit, article 387 of the Penal Code of Cuba, then and now in full force and effect in Cuba. I made copies of some of them from the papers in the case, where the originals are, which are as follows:

**Exhibit No. 27.**

*The following orders to the courts, given by the military governor in the post-office cases, can be found in the summarios.*

Vol. 1, first page, appears the following:

Mr. Alfredo Poey, who alleges to be an attorney for the military governor of Cuba, appears before the court, *requesting that the whole court should go to the military governor's office in order to be informed of certain facts* which the court should be cognizant of, thereupon the judge ruled, etc. (*The judge complied with the order*, and the record so shows.)

NOTE.—Mr. Alfredo Poey, who alleges to be the attorney for the military governor, does not show his authority as such attorney, which he can not do because he is not authorized to practice law in Cuba, neither had he been appointed by the military governor, according to law, as a prosecuting attorney.

In the same proceeding appears another record, according to which, on the 17th day of May, 1900, a certain Mr. Albert Wright, alleging to be an attorney, appears before the judge and says:

"*That by direction of the military government* and according to a letter which he will produce later, he informs the judge that it is the desire of the military governor that Mr. E. P. Thompson, Eduardo Moya, and Jorge Mascaro should be released from custody, under a bond for $1,000.00 for the first-named defendant, and $2,000.00 for each of the two others, and that *the consul*

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*of Denmark*, who is present with them, will sign the bond, as he is good security therefor."

NOTE.—The consul of Denmark is a nonresident, therefore not eligible under the law to be a bondsman.

Vol. 1, page 78, appears the following:

HEADQUARTERS DIVISION OF CUBA,
*Havana, May 17th, 1900.*

Sr. RAMON BARANAGA,
*Judge of First Instance, District of Cathedral, City.*

SIR: In the case of the three employees of the post-office arrested yesterday, *you are authorized to fix the bail as follows:*

| | |
|---|---|
| In the case of E. P. Thompson | $1,000.00 |
| In the case of E. F. Moya | 1,500.00 |
| In the case of Jorge F. Mascaro | 1,500.00 |

Very respectfully,

LEONARD WOOD, *Military Governor.*

Vol. 1, page 147:

HEADQUARTERS DIVISION OF CUBA,
*Havana, May 29th, 1900.*

To the CHIEF OF POLICE OF HAVANA.

SIR: *The military governor directs* suspension of the arrest of Mr. Reeves, assistant auditor post-office, until further orders, for reasons of public benefit.

Very respectfully,

W. V. RICHARDS, *Adjutant-General.*

Official copy respectfully forwarded, *by direction of the military governor*, to the judge of the first instance and instruction, Cathedral district, Havana, *for his information and guidance.* Havana, May 31, 1900.

W. V. RICHARDS, *Adjutant-General.*

Vol. 2, page 217:

HAVANA, *June 8, 1900.*

Hon. RAMON BARANAGA,
*Judge of the First Instance and Instruction,*
*District of Cathedral, Havana.*

DEAR SIR: I, as attorney for the military governor of Cuba in the matter of criminal case against C. W. F. Neely and others, charged with malversation of funds of the department of posts, beg to inform you that I have appointed Mr. Alfredo Poey, Mr. Albert Wright, Mr. Charles J. Metz, Mr. J. F. Darling, and Mr. Horace Van de Velde as my assistants in the matter, *and that they are authorized to communicate to you the desires of the military governor in the case.*

I also beg to inform you that I, as such attorney, hereby ratify all steps that my assistants have made in the case.

Very respectfully,

ERNEST L. CONANT.

NOTE.—Neither of the five attorneys above named, including Mr. Conant, is authorized to practice law in Cuban courts, because of not having complied with the requirements.

Vol. 1, page 145:

HEADQUARTERS DIVISION OF CUBA,
*Havana, May 28, 1900.*

Sr. RAMON BARANAGA,
*Judge of First Instance and Instruction,*
*District of Cathedral, Havana.*

"SIR: Confirming the *verbal instructions given you a few days since by the military governor in the post-office cases*, he requests that you will not proceed against any persons connected with the matter pending the investigation now being had *until you receive instructions from him or from Mr. Conant*, who is acting as special attorney for the Government in the matter.

Respectfully, yours,

W. V. RICHARDS, *Adjutant-General.*

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Vol. 1, page 152:

HEADQUARTERS DIVISION OF CUBA,
*Havana, June 1, 1900.*

To the JUDGE OF CATHEDRAL, *Havana, Cuba.*

SIR: The military governor directs me to inform you that he withdraws his request for the suspension of arrest of Dr. Reeves. *The mandate of the court can now be carried out and the arrest made.*

Very respectfully,

W. V. RICHARDS, *Adjutant-General.*

Vol. 1, page 149:

HEADQUARTERS DIVISION OF CUBA,
*Havana, May 29, 1900.*

To the JUDGE OF FIRST INSTANCE,
*Cathedral District, Havana.*

SIR: The military governor desires me to inform you that Mr. Corydon M. Rich has been accepted as a witness for the State, and it is not the intention of the Government to enter prosecution against him unless he should be shown to have directly profited by the misdoings of Neely.

Very respectfully,

W. V. RICHARDS, *Adjutant-General.*

HEADQUARTERS DIVISION OF CUBA,
*Havana, November 12, 1901.*

The SECRETARY OF JUSTICE, *Havana.*

SIR: *The military governor directs* me to inform you that by reason given by Mr. Alfredo Zayas, counsel for Mr. Neely in the post-office cases, he has granted an extension of ten days to the term given by the law to file answers.

*The military governor directs that you inform the audiencia of this decision, with such instructions as you may consider necessary.*

H. L. SCOTT, *Adjutant-General.*

NOTE.—The above order was transmitted to the court on November 14, 1901, and the court on the same day ruled as follows: "In view of what is stated in the foregoing communication, the term prescribed by law to file answers is extended for ten days more."

[Translation of the Penal Code of Cuba, published by the War Department July, 1900:]

"ART. 387. The administrative or military official *who shall give orders or intimations to a judicial authority* relating to causes or questions in controversy whose cognizance or decision is of the exclusive competency of courts of justice shall incur the penalties of suspension in its minimum and maximum degrees and a fine of from 625 to 6,250 pesetas."

NOTE.—The following military order was issued by or under the authority of the Secretary of War in November, 1901, sent to Cuba during General Wood's absence, and was promulgated by Col. Scott, as adjutant-general, on Nov. 14, 1901, and transmitted to the court on November 15, 1901:

"In regard to the proceedings pending against C. F. W. Neely et al., known as the postal cases, the military governor directs me to inform you that, in case it be the intention of the prosecution to make use as evidence in the trial of the testimony applied for in the United States, *you shall immediately inform the proper judicial authorities that this can not be allowed.*

"The act of Congress passed on the 6th day of June, 1900, for the extradition of persons accused of crimes in any foreign country, or any territory occupied by or under the control of the United States, provides that the authorities who may have control of these countries or territories shall guarantee to such persons a '*fair and impartial trial.*'

"*A trial in which there are used 'ex parte' depositions given by persons whom there is no opportunity to cross-examine is not a 'fair and impartial trial;' and accordingly, as before stated, such depositions can not be used at the trial.*

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"Any one of the facts testified to in said depositions that may be considered necessary to sustain the prosecution *shall have to be proved by oral testimony given by the witness before the court, with opportunity to cross-examine.*

"For this reason all efforts are being made to bring the witnesses to Cuba.

"Your prompt attention to this matter is requested, and also that you communicate the resolution which you may take."

NOTE.—A few days after the promulgation of the foregoing order, excluding ex parte evidence, General Wood returned to Havana.

The fiscal, Sr. Arturo Hevia, in a long letter directed to M. C. Fosnes, director-general of posts, protested against the order *and stated in effect that if it was allowed to stand conviction could not be secured in the postal cases, and asked that the order be rescinded.* This letter was by Fosnes referred to the military governor. A day or two later General Wood went to Washington and was there on December 6th, 1901. The trials began January 4, 1902. The ex parte depositions were being read and used as evidence over the protest of attorneys for Mr. Rathbone, made in open court. After the trial had progressed three or four weeks attorneys made a vigorous protest against the use of the ex parte depositions, when the fiscal presented the following order of Dec. 6, 1901, rescinding the previous order of November 14, 1901, as his authority for using ex parte evidence, *which was the first knowledge the defense had of its existence:*

OFFICE OF THE SECRETARY OF JUSTICE,
*Havana, December 6, 1901.*

To the AUDIENCIA OF HAVANA:

In regard to the letter of this office dated November 14, 1901, in relation to the cases pending of C. W. F. Neely and others, known as the post-office cases, by which letter it was forbidden to use as evidence in the trial the results of the interrogatory letters sent to the United States, *the military governor directs me to inform you that the said letter of the 14th of November, 1901, and the instructions therein contained are by this letter repealed, and that the use of the results of the interrogatory letters are allowed in the trial of the postal cases.*

Very respectfully,

VARELA JADO,
*Secretary of Justice.*

I submit only those orders of the military governor that appear in the postal cases.

I invite particular attention to the last two orders of the military governor contained in Exhibit No. 27, and the explanatory notes in connection with them.

During the progress of the trial we asked that J. A. La Fontisee, of Florida; Doctor Fisher, of Chicago; Frank Steinhart, chief Clerk to the military governor, and Col. George H. Burton, the inspector-general, and the auditor, Mr. Lawshe, be summoned as witnesses in my behalf; the two former to testify as to statements made by W. H. Reeves, Steinhart to testify as to the military governor sending him to me on October 30, 1901, with suggestions as to certain disallowed items in my accounts, and Lawshe as to the disallowances he made in my accounts. We wished to examine Colonel Burton as to his examination of the accounts of the various disbursing officers on the island. This is clearly shown by motion No. 19, a Spanish copy of which is in my possession.

The court, in violation of my legal rights, declined to issue subpœnas for the witnesses which I had asked for. This is shown in decision No. 20, a copy of which, in Spanish, is in my possession.

Mr. Steinhart's coming to me under the directions of the military governor, as he did, was a deliberate attempt to trick me into an acknowledgment that I was not authorized to make expenditures on behalf of the department of posts.

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A large number of ex parte depositions were admitted as evidence and read at the trial, over our protest. The following is a list:

**Exhibit No. 29.**

*List of persons whose depositions were read at the trial of the postal cases.*

Oscar Eldhard.
Leon Arue Lombera.
Latin B. Hinshaw.
Manuel Percz y Perez.
Pedro Lloveras.
William H. Hoffman.
Antonio Suarez Satana.
Manuel Alvarez Miranda.
Jose Mateo de Acosta.
Jose Ramon Ariza y Rodriguez.
William B. Benham.
Mariano Martinez y Ruiz.
Carlos Aballi Simpson.
Adolfo Arias Hernandez.
Walter McIntosh.
Charles Emory Smith.
T. J. Talty.
Earl P. Hamlin.
Harrison J. Barrett.
Wm. D. Murphy.
Ernest R. Sutton.
Perry S. Heath.
John A. Shields.
Frank R. Ingersoll.
Stentley L. Conklin.
Mansfield B. Sniveley.
Carl Spiker.
Ross H. Cowan.
E. H. Gallaway.
W. Johnson Quinn.
Marcus A. Hanna.
Urbano Castillo y Cruz.
James M. Fulton.
Juan Chavez Rosales.
Francisco J. Falix.
Abraham L. Lawshe.
Domingo Gongalez Marrero.
Jose Reyes Carballo.
Ygnacio Ascencio y Rodriguez.
Frank M. Hayes.
Cesar Bouza y Villaasuso.
Marcus H. Bunn.
Paul Freeman.
John D. Robinson.
Juan Miguel Nunez Vargas Machuca.
Lucetta S. S. Rathbone.
John M. Masten.
Rufus B. Merchant.
Charles E. Lehman.
Lewis C. Millikin.
Joseph L. Bristow.
Delano Marfield.
Robert W. Monroe.
John R. Brooke.
W. J. Burke.
Fred. P. Smith.
Alfred H. Swayne.
Howard E. Rnak.
W. D. Kuntz.
Harry L. Ritchey.
Lawrence Letherman.
Sara D. Rathbone.
Wm. Troensegard.
James R. Ryner.

Oscar Eldhard, one of the witnesses who was agent for the Pan-American Express Company, *was in Habana on the day his deposition was read in court.*

To give the committee an idea of the lavish expenditure of money for witnesses I make a part of my statement the following copy of one of the witness pay rolls.

---

**Exhibit No. 30.**

*Amounts paid in post-office cases from insular funds to lawyers, U. S. marshals, U. S. commissioners and witnesses, in January, 1902.*

| Name. | Amount paid. | Date payment. | Check No. |
|---|---|---|---|
| Albert Wright<br>Ernest L. Conant | $7,500.00 | Jan. 3, 1902 | 297578 |
| Alfred Foey | | | |
| J. H. P. Sheridan | 152.00 | Jan. 4, 1902 | 297616 |
| F. W. Palmer, pub. printer | 1,377.18 | Jan. 14, 1902 | 297622 |
| J. C. Hayden, 21 days, $15.00 | 447.65 | Jan. 16, 1902 | 297627 |
| *Fred. P. Smith, 23 days, $42.50* | 1,121.40 | Jan. 15, 1902 | 297628 |
| R. L. Carroll, 23 days, $10.00 | 415.90 | Jan. 15, 1902 | 297629 |
| H. H. Carter, 19 days, $10.00 | 270.25 | Jan. 16, 1902 | 297646 |
| Geo. L. Seybolt, 22 days, $10.00 | 287.10 | Jan. 18, 1902 | 297656 |
| J. W. Erickson, 19 days | 213.61 | Jan. 18, 1902 | 297657 |
| J. C. Hayden, 11 days, $15.00 | 229.68 | Jan. 22, 1902 | 297678 |

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*Amounts paid in post-office cases from insular funds to lawyers, U. S. marshals, U. S. commissioners and witnesses, in January, 1902*—Continued.

| Name. | Amount paid. | Date of payment. | Check No. |
|---|---|---|---|
| J. C. Coates | $22.50 | Jan. 22, 1902 | 297679 |
| J. F. Herr | 2.35 | Jan. 22, 1902 | 297680 |
| J. C. Morcock | 50.00 | Jan. 22, 1902 | 297682 |
| O. C. Fuller | 2.00 | Jan. 22, 1902 | 297683 |
| C. E. Dawson, p. sec. P. M. G. | 10.00 | Jan. 22, 1902 | 297684 |
| John A. Shields, U. S. comm'r, N. Y | 5.00 | Jan. 22, 1902 | 297685 |
| Geo. L. Seybolt, 15 days | 234.05 | Jan. 22, 1902 | 297686 |
| Thos. J. Anderson | 15.20 | Jan. 23, 1902 | 297687 |
| J. W. Erickson, 15 days | 233.27 | Jan. 23, 1902 | 297690 |
| W. T. Fletcher | 21.90 | Jan. 23, 1902 | 297691 |
| Geo. L. Seybolt | 14.50 | Jan. 23, 1902 | 297692 |
| H. H. Carter, 13 days, $10.00 | 235.55 | Jan. 23, 1902 | 297693 |
| E. F. Ladd | 258.82 | Jan. 24, 1902 | 297695 |
| Frank Ellis | 10.50 | Jan. 27, 1902 | 297708 |
| A. C. Reynolds | 77.50 | Jan. 31, 1902 | 297729 |
| E. P. Thompson | 77.50 | Jan. 31, 1902 | 297730 |
| C. M. Rich | 77.50 | Jan. 31, 1902 | 297731 |

The foregoing is in the account of B. F. Davis, treasury disbursing clerk, for the month of January, 1902.

It will be seen that the witnesses were paid $5, $10, $15, and even $42.50 per day and expenses. The witness Fred P. Smith, who was paid $42.50 per day for twenty-two days, $935, for his services and $186.40 for his expenses, or about $8.50 per day, was not sworn upon the trial, but instead his deposition was read in open court.

I was advised by Auditor Lawshe on October 8, 1900, that he had disallowed $65,903.86 in my accounts. The last "reconciling statement" sent me by the auditor on October 15, 1900, showed recoveries to the extent of $659.10, leaving a balance disallowed of $65,244.76.

A few days ago, and since I prepared the notes from which I am now making a statement, I was advised by the Cuban auditor in Habana that my indebtedness to the Guban Government because of disallowed items in my accounts aggregates the sum of $64,037.96.

During the trial much stress was laid on *a bottle or two of apollinaris* found in my bill at the cafe La Venus in Santiago in April, 1899, and was pointed out by the fiscal as an extraordinary exhibition of official extravagance and an improper item to be charged up against Government revenues. Exhibit No. 31 shows *a whole case of apollinaris* used by General Wood on an official trip and paid out of insular funds by General Wood.

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**Exhibit No. 31.**

*Copy of bill for supplies for the yacht Kanawha (used by Gen. Wood) for month of October, 1901, on his official trip around the island and his trip during the same month to Jamaica and elsewhere, paid from insular funds.*

| 1901. | | |
|---|---|---|
| Oct. 1. | 2 sacks Pillsbury flour, 6.00 | $12.00 |
| | 50 lbs. sugar gran., 7½ | 3.75 |
| | 50 lbs. sugar, brown, 3⅝ | 1.82 |
| | 10 lbs. sugar, powd., 8 | .80 |
| | 10 lbs. sugar, cut loaf, 10 | 1.00 |
| | 1 case Eagle milk | 6.85 |
| | 1 case Peerless cream | 4.50 |
| | 8 cans oleo., 32 lbs., 17½ | 5.60 |

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| 1901. | | |
|---|---|---|
| Oct. 1. | 30 lbs. lard, 14½ | $4.27 |
| | 20 lbs. coffee, roasted, 24½ | 4.90 |
| | 5 lbs. tea, 56 | 2.80 |
| | 34½ lbs. bfk. bacon, 19½ | 6.72 |
| | ½ dz. cans lunch tongue | 2.25 |
| | ⅛ dz. cans boneless turkey, 3.85 | 2.57 |
| | 1 case tomatoes, 3 lbs., 2 dz., 1.65 | 3.30 |
| | 1 case peas (White Rose), 2 dz., 2.70 | 5.40 |
| | 1 dz. corn | 1.70 |
| | 1 dz. Strong beans | 1.60 |
| | ½ dz. Lima beans, 2.50 | 1.25 |
| | 25 lbs. split peas, 4 cts | 1.13 |
| | 6 pkges. cream of wheat, 22 cts | 1.32 |
| | 6 pkges. Pearl barley, 15 cts | .90 |
| | 6 pkges. vermicelli, 9 cts | .54 |
| | 6 cans asparagus, 3.65 | 1.82 |
| | 1 case apples, gal | 5.20 |
| | 1 case peaches (Calif.) | 7.00 |
| | 1 dz. apricots | 3.15 |
| | ½ dz. bottles cherries, 11.00 | 5.50 |
| | ½ dz. bottles pickles (½ gal.), 4.80 | .80 |
| | ½ dz. bottles pickles (mixed), 1.80 | .45 |
| | ½ dz. bottles pickles (onions), 2.40 | .40 |
| | 1½ dz. tins clam chowder, 1.80 | 2.25 |
| | 1½ dz. tins chicken soup | 1.80 |
| | ½ dz. tins bouillon, 1.80 | .90 |
| | 26 lbs. shredded codfish, 9 cts | 2.25 |
| | ½ dz. lobsters, 5.20 | 1.30 |
| | 1 dz. shrimps | 3.15 |
| | 1 dz. salmon | 1.80 |
| | 1 dz. Edam cheese | .65 |
| | ½ dz. catsup, 1.80 | .90 |
| | ½ dz. clam chowder, 3.60 | 1.80 |
| | ⅛ dz. curry powder, 1.80 | .30 |
| | 4 pkgs. farina, 14 | .58 |
| | 6 pkgs. corn starch, 7 | .42 |
| | 6 pkgs. spaghetti, 9 | .54 |
| | 6 pkgs. macaroni, 8½ | .51 |
| | 6 jars jams, 1.80 | .90 |
| | 4 tins assorted crackers | 1.15 |
| | 1 doz. Cuticura soap | 2.75 |
| | 1 case chariot pears, 2 dz., $1.75 | 3.50 |
| | 6 tins mushrooms, 38 per tin | 2.28 |
| | 6 tins table salt, 3 | .18 |
| | 5 lbs. raisins, 10 | .50 |
| | 4 cans syrup, ¼ dz., 1.95 | .65 |
| | ½ dz. cans baking powder, 2.40 | 1.20 |
| | 1 gro. matches | .70 |
| | 25 lbs. rice (best), 4½ | 1.13 |
| | 20 lbs. salt, 1½ | .30 |
| | 3 bbls. potatoes, 3.75 | 11.25 |
| Oct. 25. | 1 case Eagle milk | 6.85 |
| | 1 case St. Charles cream | 4.50 |
| | 1 case assorted soups, 4 dz., 1.80 | 7.20 |
| | 1 case pears (Calif.), 2 dz., 3.15 | 6.30 |
| | ½ dz. asparagus, 3.65 | 1.88 |
| | ½ dz. lobsters, 5.20 | 1.73 |
| | 1 dz. shrimps | 3.15 |
| | 1 dz. apricots (Calif.) | 3.15 |
| | 1 case roast beef | 3.75 |
| | 6 jars jams (strawberry), 24 | 1.44 |
| | 6 tins kippered herring, 39 | 2.34 |
| | 25 lbs. rice, 4½ | 1.13 |
| | 30 lbs. salt, 1½ | .45 |
| | 25 lbs. red beans, 6½ | 1.63 |

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| 1901. | | |
|---|---|---|
| Oct. 25. | 25 lbs. white beans, 6 | $1.50 |
| | 1 case Lima beans (Checker) | 5.00 |
| | 1 Edam cheese | .65 |
| | Toothpicks | .58 |
| | 1 case peas (White Rose), 2 dz., 2.70 | 5.40 |
| | 1 case string beans, 2 dz., 1.60 | 3.20 |
| | 2 cases tomatoes, 3 lb., 4 dz., 1.55 | 6.20 |
| | 2 cans baking powder, 20 | .40 |
| | 30 lbs. cod-fish, 9 | 2.70 |
| | 6 hams, 58 lbs., 19½ | 11.31 |
| | 22 lbs. bkfst. bacon, 19½ | 4.29 |
| | 1 sack Pillsbury flour | 6.05 |
| | 100 lbs. sugar, gran., 7½ | 7.50 |
| | 20 lbs. oleomargarine, 17½ | 3.50 |
| | 2 bottles olive oil, 70 | 1.40 |
| | 12 cans sardines, 11½ | 1.38 |
| | 1 fancy Patagras cheese, 9½, 28 | 2.66 |
| | 2 bbls. potatoes, 3.75 | 7.50 |
| | 25 lbs. onions, 3.3 | .82 |
| | 3 bottles vinegar, 12½ | .37 |
| | 3 tins lard, 30, 14½ | 4.27 |
| | 10 lbs. sugar, powdered, 8 | .80 |
| | 6 bottles L. & P. sauce | 2.50 |
| | 1 gro. matches | .70 |
| | *1 case Appollinaris (see note below)* | 12.75 |
| | 25 lbs. roasted coffee, 24½ | 6.13 |
| | 25 lbs. sugar, cut loaf, 10 | 2.50 |
| | 3 bottles olives, 35 | 1.05 |
| | 1 bottle white pepper, 20 | .20 |
| | 6 bottles catsup, 1.80 | .90 |
| | 2 lbs. tea, 56 | 1.12 |
| | 6 bottles pickles, Heinz's, 3.60 | 1.80 |
| | 6 tins assorted crackers, 30 | 1.80 |
| | 2 boxes toilet soap, ½ dz., 1.80 | .90 |
| | 3 bottles chowchow, 3.60 | .90 |
| | Table salt | 2.50 |
| | 12 cans mock turtle soup | 1.80 |
| | 12 cans ox-tail soup | 1.80 |
| | ½ dz. clam chowder, 3.50 | 1.75 |
| | 6 currant jelly | 1.95 |
| | 2 chowchow, 30 | .60 |
| | 25 lbs. split peas, 7 | 1.75 |
| | ½ dz. spinach, 3.40 | 1.70 |
| | ½ dz. spinach, 3.40 | 1.70 |
| | 1 kit mackerel | 5.75 |
| | 1 dz. Imperial cheese | 1.95 |
| | ½ dz. cauliflower, 3.50 | 1.75 |
| | 2 bbls. potatoes, 3.75 | 7.50 |
| | 2 dz. salmon, 1.80 | 3.60 |
| | 1 dz. oysters | 1.40 |
| | 6 cans French peas, 90 | .90 |
| | | 340.50 |

NOTE.—Mr. Rathbone was tried and convicted on a café bill at La Venus, in Santiago, incurred in April, 1899, which contained a charge for "*One bottle Apollinaris.*" See section 7 of the "Accusacion," under the head of "Trip around the island." The detailed bill is in the "Sumario." The *case* of Apollinaris above referred to, costing $12.75, was used on an official trip of General Wood, the same as the *one bottle* was used by Mr. Rathbone.

In disallowing items in my accounts, the auditor advised me by letter of his action in each case, and gave his reasons therefor, in substance such as "That the expenditure was not specifically authorized



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by the Postmaster-General;" that "The item of expenditure is not sustained by a proper voucher such as is required by auditing officers under the law."

For the purpose of showing discrimination on the part of the military governor, and that by his military orders he compelled the auditor to violate the law in approving and auditing certain accounts, I submit:

**Exhibit No. 32.**

(Voucher No. 1. Abstract A. January, 1902, account. B. F. Davis, disbursing clerk, Department of Cuba account.)

*Invoices of Dulin, Martin & Co., Washington, D. C.*

| 1901. | | | |
|---|---|---|---|
| Dec. 6. | 4 I. C. moulds, at 40 | | $1.60 |
| | 6 moulds, 1.20 dz | | .80 |
| | 1 waffle iron | | 1.00 |
| | 1 punch bowl | | 8.00 |
| | 1 punch bowl | | 8.00 |
| | | | 22.50 |

Voucher endorsed as follows:

"HEADQUARTERS DEPARTMENT OF CUBA,
"*Havana, January 4, 1902.*

"The articles herein purchased, having been used and expended in the palace of the governor-general, *will not be taken up or accounted for, and the auditor is authorized to pass this voucher as submitted.*"

By order of the military governor.

H. L. SCOTT, *Adjutant-General.*

Account certified to as being correct and just by Frank McCoy, lieut., 10th U. S. Cav., A. D. C.

Paid by check No. 297596 on the Banco Nacional de Cuba, January 6, 1902.

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**Exhibit No. 33.**

(Voucher No. 3. Abstract A. January, 1902, account. B. F. Davis, treasury disbursing clerk, Dept. of Cuba account.)

*Invoices of Dulin & Martin Co., Washington, D. C.*

| 1901. | | | |
|---|---|---|---|
| Dec. 9. | 2 doz. sauce champagnes, at $25.00 | $50.00 | |
| | 2 doz. goblets, at $27.00 | 54.00 | |
| | 2 doz. finger bowls, at $27.00 | 54.00 | |
| | 1 doz. r. white wines, at $20.00 | 20.00 | |
| | 1 punch bowl, $37.50 | 37.50 | |
| | 2 vases, at $5.00 | 10.00 | |
| | 1 decanter, at $3.50 | 3.50 | |
| | 2 doz. clarets, at $21.00 | 42.00 | |
| | 2 doz. sherries, at $16.50 | 33.00 | |
| | 1½ dz. wines, at $20.00 | 25.00 | |
| | 2 comports, at $12.00 | 24.00 | |
| | 2 vases, at $10.00 | 20.00 | |
| | 1 decanter, at $4.00 | 4.00 | |
| | | | $377.00 |
| Dec. 12. | 1 mould | 1.65 | |
| | 1 doz. bake cups and plates, pink | 4.00 | |
| | 1 doz. bake cups and plates, yellow | 4.00 | |
| | 2 doz. med. knives, at $9.00 | 18.00 | |
| | 2 doz. desert knives, at $9.00 | 18.00 | |
| | | | 45.65 |
| | | | 422.65 |

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Vouchers certified to as follows:

"Certify that the above account is correct and just; that the articles purchased were furnished as stated, but having been expended in the palace *will not be accounted for*, etc.

FRANK McCOY,
*Lieut., 10th U. S. Cav., Aide-de-Camp.*

Paid by check No. 297599 on the Banco Nacional de Cuba, January 7, 1902.

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**Exhibit No. 34.**

(Voucher No. 7. Abstract B. March, 1902, account. B. F. Davis, disbursing clerk, Dept. of Cuba account.)

*Colonel G. H. Burton, inspector-general, U. S. Army.*

1902.
Feb. 17–26. For expenses eight days in Puerto Principe and one day in Matanzas, being nine days, at $3.33⅓ day ..... $30.00

NOTE.—It was impracticable to secure specific receipts for the expenses incurred.

HEADQUARTERS DEPARTMENT OF CUBA,
*Havana, March 1, 1902.*

This voucher and the itemized statement hereto attached *are approved, notwithstanding the absence of receipts and subvouchers, and the auditor is authorized to pass the same.*

*By order of the military governor:*

FRANK McCOY,
*Lieut., 10th U. S. Cav., Aide-de-Camp.*

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**Exhibit No. 35.**

(Voucher No. 39. Abstract B. December, 1901, account. B. F. Davis, disbursing clerk, Department of Cuba account.)

*To Captain H. L. Scott, captain, 7th U. S. Cavalry, adjutant-general of Department of Cuba, Havana, Cuba.*

1901.
Dec. 23. For reimbursement of expenses in discharge of official business, and extraordinary expenditures arising and made necessary by virtue of the position, while acting as military governor of Cuba during the sickness and absence of General Leonard Wood, military governor, between the dates of July 1st and December 16th, 1901 ..... $900.00

"This voucher *as submitted is approved, notwithstanding the absence of receipts and subvouchers and itemized statement of expenditures, and the auditor is authorized to pass the same. By order of the military governor.*"

Certified to by Frank McCoy, lieut., 10th U. S. Cav., A. D. C.

Paid by check No. 297526, Banco Nacional de Cuba, December 24, 1901.

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**Exhibit No. 36.**

(Voucher No. 73. Abstract B. January, 1902, account. B. F. Davis, disb. clerk, Department of Cuba account.)

*To Leonard Wood, brigadier-general, U. S. Army, military governor of Cuba.*

1902.
Jan. 21. Extra compensation as military governor of Cuba, month of January, 1902 ..... $808.33

Paid by check No. 297723 on the Banco Nacional de Cuba, January 31, 1902.

(Same in February, 1902, account, paid by check No. 297879, February 28, 1902. Voucher No. 58. Abstract B.)

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(Voucher No. 76. Abstract B. January, 1902, account. B. F. Davis, disbursing clerk, Department of Cuba account.)

*To Hugh L. Scott, captain, 7th Cavalry, adjutant-general Department of Cuba, Havana, Cuba.*

1902.
Jan. 31. For special allowance while in charge of the civil affairs of the military government of Cuba during the month of January, 1902 ..... $150.00

"*This voucher, as submitted, is approved and the auditor is authorized to pass the same.*"

*By order of the military governor.*

Paid by check No. 297728, Banco Nacional de Cuba, January 31, 1902.

(Same in February, 1902, on account check No. 2978275. February 28, 1902. Voucher No. 54. Abstract B.)

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## Exhibit No. 37.

(Voucher No. 83. Abstract B. January, 1902, account. B. F. Davis, disbursing clerk, Department of Cuba.)

*To General Maximo Gomez, Havana, Cuba.*

1902.
Jan. 30. For services rendered the island of Cuba ..... $1,500.00

"This account as rendered is approved; *the money will be dropped and no vouchers are required to be rendered in accounting for the same.*"

*By order of the military governor.*

Paid by check No. 297733, Banco Nacional de Cuba, January 31, 1902.

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## Exhibit No. 38.

(Voucher No. 22. Abstract B. June, 1901, account. B. F. Davis, disbursing clerk, Department of Cuba account.)

*General Maximo Gomez.*

1901.
June 22. For services rendered the island of Cuba ..... $1,700.00

"This voucher as submitted is approved, *and no return of funds will be rendered.*"

LEONARD WOOD, *Military Governor.*

Paid by check No. 266058, on Banco Nacional de Cuba.

NOTE.—Exhibits Nos. 32, 33, 34, 35, 36, 37, and 38 show a direct violation of President's order of May 8, 1899, Ex. No. 7, page 6, as follows:

"The auditor shall prescribe the forms for keeping and rendering all accounts subject to his examination and settlement, *which forms shall conform substantially with those used by officers rendering accounts to the Treasury Department of the United States*, and issue all necessary instructions to the officers and agents rendering such accounts." Wood, by his military orders concerning these accounts, caused the *auditor to violate the law.*

---

## Exhibit No. 39.

*In re Gen. Wood's salary as military governor of Cuba.*

| | |
|---|---|
| Pay as brigadier-general, U. S. Army | $458.33 |
| 10 per cent for foreign service | 45.83 |
| Pay per month, U. S. funds | 504.16 |

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| | |
|---|---|
| Pay as major-general in Cuba | $625.00 |
| 10 per cent for foreign service | 62.50 |
| | 687.50 |
| | 120.84 |
| Pay per month, insular funds | 808.34 |

Difference of pay between major and brigadier general:

| | |
|---|---|
| Major-general ---------- per month | $625.00 |
| Brigadier-general ---------- do | 504.16 |
| Difference | 120.84 |
| Pay per month, U. S. funds | 504.16 |
| Pay per month, insular funds | 808.34 |
| Total per month | 1,313.50 |
| | 12 |
| Total pay per year | 15,762.00 |

It will be observed that in Exhibits 32 and 33 (p. 114, 115) the military governor orders that the items of expenditure "**will not be taken up or accounted for.**" That in Nos. 32, 33, 34, 35, and 36 the auditor is directed or "**authorized**" to "**pass this voucher as submitted,**" by order of the military governor. In No. 37 it is ordered by the military governor that "**this account, as rendered, is approved; the money will be dropped and no vouchers are required to be rendered in accounting for the same.**" In Nos. 34 and 35 it will be observed that the military governor orders that the account be passed and audited, **notwithstanding the absence of receipts and subvouchers and itemized statements of expenditures.**" In No. 38 the military governor approves the account and orders that "**no return of funds will be rendered.**"

I exercised my rights under the President's order (Exhibit No. 7, p. 21) under the caption of "Appeals from the action of the auditor," and appealed to the military governor from the decision of the auditor, and the military governor sustained the auditor in all but a few items, which were for the gardener and some photographs for official use, and possibly one or two other items.

For the purpose of demonstrating that errors may creep into public accounts, I submit the following exhibits:

**Exhibit No. 40.**

(No date.)

*Capt. General Wood, bought of Juan J. Eguia.*

| | | |
|---|---|---|
| Dec. 23. | 4 cases qts. Chateau La Rose Extra (claret), $25.00 | $102.00 |
| | 2 cases qts. Chateau La Fite Extra (claret), $25.50 | 51.00 |
| | 2 cases qts. Chambertin Extra (Burgundy), $25.50 | 51.00 |
| | 2 cases qts. Haut Sauterne Extra, $17.00 | 34.00 |
| | 2 cases qts. Oporto 1815 Prince de Galles, $17.00 | 34.00 |
| | Spanish gold | 272.00 |
| | American currency | 247.28 |

Account of Capt. General Wood.
Approved, by order of the military governor, by H. L. Scott, adjt. genl.
Amount, $247.28. Check 256603. Paid January 3, 1902.

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**Exhibit No. 41.**

HAVANA, *Dec. 28, 1901.*

*General Wood, bought of J. M. Parejo.*

| | |
|---|---|
| 3 bottles Torino Brochi (vermouth) } 3 bottles Nolly Prat (vermouth) | $4.25 |
| 3 bottles Old Tom Gin | 3.35 |
| 6 bottles Cognac Sherry | 4.25 |
| 1 demijohn Chiolana Fino (wine) | 4.25 |
| 1 demijohn Chiolana Fino | 4.25 |
| 1 demijohn Rioja Clarete (claret) | 4.00 |
| 1 demijohn sherry | 5.00 |
| 6 bottles Curaçao "Godart" | 4.25 |
| 12 cases "Amontillado Colon" sherry | 144.00 |
| Spanish gold | 177.60 |
| American money | 161.60 |

NOTE.—A demijohn holds 4½ gallons.

Account of Genl. Leonard Wood.

Approved, by order of the mil. governor, by H. L. Scott, adjt. genl.

Amount. $161.46 Am. cy. Check No. 356607. Paid Jan. 4, 1902. Banco Nacional de Cuba.

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**Exhibit No. 42.**

HAVANA, *Dec. 31, 1901.*

*General Wood, bought of Juan Llambez.*

| | | |
|---|---|---|
| Dec. 23. | 10 cases lager beer (Pabst) | $20.00 |
| | 156 bottles | 2.60 |
| | Spanish silver | 22.60 |

Approved by H. L. Scott, adjt. genl., by order of the mil. governor.

Amount, $22.60. Paid January 11, 1902. Check No. 356615. Banco Nacional de Cuba.

---

**Exhibit No. 43.**

(Voucher No. 52. Abstract B. Form 8. Month of March, 1902.)

HAVANA, *January 31, 1902.*

*Governor-general bought of M. G. Valles & Co.*

| | | |
|---|---|---|
| Jan. 4. | For repairing whip | $0.50 |
| | For repairing one saddle | .75 |
| | *For repairing one pair of boots for coachman* | 2.25 |
| | | 3.50 |

Receipted by M. G. Valles & Co., by Antonio G. Vega, member of firm.

Paid by check No. 388826. Date, March 17, 1902. On Banco Nacional de Cuba.

NOTE.—There was disallowed in Mr. Rathbone's accounts charges for boots and coachman; *also he was put on trial for it.* (See sec. 5, paragraph 4, of Exhibit No. 14.)

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**Exhibit No. 44.**

HAVANA, *January 4, 1902.*

*General Wood, bought of Francisco Lopez.*

48½ bottles beer ..... Spanish silver .. $8.60

Approved, by order of the mil. governor, by H. L. Scott, adj. general.
Amount $8.60 Spanish silver, $6.80 Am. cy. Paid January 4, 1902. Check No. 256608. Banco Nacional de Cuba.

---

**Exhibit No. 45.**

HAVANA, *December 28, 1902.*

*Sr. Genl. Wood, bought of Fredorico Bauriedel & Co.*

| | |
|---|---|
| 2 cases, 12 qts. ea., champagne, Moet & Chandon, 29.00 | $58.00 |
| 1 case, 24 pts., champagne, White Seal | 31.00 |
| 2 cases, 12 qts. ea., champagne, Moet & Chandon Brut Imp., 30.00 | 60.00 |
| 1 case, 12 qts., champagne, Hiedsieck | 33.00 |
| 1 case, 24 pts., champagne, Hiedsieck | 35.00 |
| 1 case, 24 pts., champagne, Moet & Chandon Brut Imp | 32.00 |
| 2 cases Canadian whiskey, 9.50 | 19.00 |
| 1 case Old Crow whiskey | 14.00 |
| 1 case Bourbon whiskey | 10.25 |
| 4 cases, 12 qts. ea., Sauterne, 6.50 | 26.00 |
| 2 cases, 12 qts. ea., Pickon Longueville, 9.50 | 19.00 |
| 6 bottles peppermint, 15.25 | 7.63 |
| 11 bottles Cognac O. D. 1820, 36.00 | 33.00 |
| 2 bottles Anisetts, 11.25 | 1.87 |
| 2 bottles, pts., Curaçao "Godart," 13.50 | 1.12 |
| 4 bottles, pts., Benedictine, 22.00 | 3.66 |
| 6 bottles Chartreuse "yellow," 23.00 | 11.50 |
| 6 bottles, pts., Angostura bitters, 14.00 | 3.50 |
| 6 bottles Vermouth, Nolly Prat, 8.00 | 4.00 |
| 6 bottles Old Tom gin, 8.00 | 4.00 |
| Spanish gold | 407.53 |
| American currency | 370.48 |

Account of Gen. Leonard Wood. Amount, $370.48. Check No. 356601, Banco Nacional de Cuba. Paid Dec. 31, 1901.
Approved by Leonard Wood, brig. general, military governor of Cuba.

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**Exhibit No. 46.**

HAVANA, *December 28, 1901.*
(Date of presentation of the bill.)

*Genl. Wood, bought of J. M. Parejo.*

| | | |
|---|---|---|
| Oct. 25. | 4 cases, qts., Rioja Clarete (claret) | $17.00 |
| | 2 cases, pts., Rioja Clarete (claret) | 9.50 |
| | | 26.50 |

NOTE.—That this bill is for wine bought *October 25, 1901.*

Approved, by order of the mil. governor, by H. L. Scott, adjt. general.
Amount, $26.50. Check 356606. Paid January 3, 1901. Banco Nacional de Cuba.

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These items, with the exception of No. 46, are for wines, liquors, and beer, which I understand the military governor claims was authorized by the Secretary of War under date of December 14, 1900. It will be observed that Exhibit No. 46 (p. 119) is a receipted bill for six cases of wine bought on October 25, 1901, which antedates the alleged order of the Secretary of War. This may have been an error; yet the fact remains that a personal bill is in an official account, and was paid with public funds.

If the accuracy of the foregoing accounts is questioned or disputed in any quarter, I ask the committee to call on the War Department for the original vouchers, and compare them.

Letters, telegrams, and other communications to and from the postal officials of the United States, which were vital and important to me, were withheld by the postal officials both of the United States and Cuba, notwithstanding the fact that I petitioned the court to have them brought into court as evidence in my behalf, and the court so ordered.

I invite attention to section 3, paragraphs 1 and 2, page 26, in Exhibit No. 16 (p. 65) which requests that all of the communications between the postal authorities of the United States and myself be sent to the court. One sentence in the request is as follows:

We take pains to make this clearly evident: what we demand is all of the letters.

This petition to the court asking for this correspondence was filed in our answer to the "accusacion" on November 23, 1901. What few letters and copies thereof came to the court in response to this were not translated and filed in court until near March 1, 1902, when the trial was practically closed; thus we were in effect deprived of their use in my defense.

Motions Nos. 24 and 26 ask for letters, etc.

Some of these letters—to wit, my letters to Postmaster-General of February 8 and April 25, 1900—I had demanded more than once. (See Bristow's report of my statement, page 112, as follows: "I desire to make a part of this statement, and ask that copies be attached hereto, of my letters to the Postmaster-General of February 8 and April 25, 1900.")

Also see page 10 of Exhibit No. 14 (p. 33), in which I allege the suppression of material facts that I expressly made a part of my statement. These letters, particularly the one of April 25, 1900, was a résumé of the Cuban postal service from its inception to date, showing its growth and volume, and was very necessary to a correct understanding of what we had accomplished. I submit the letters, as follows, copies of which I secured long after the trial:

**Exhibit No. 47.**

HAVANA, *February 8, 1900.*

The honorable the POSTMASTER-GENERAL,
*Washington, D. C.*

SIR: Referring to my letter of December 14th last concerning per capita postal revenues of the island, which was written at a time when the population was not known, I wish to say we have something a little more definite now.

About a year ago, after conference with yourself for the purpose of bringing the service within the reach of all classes, the price of postage stamps was cut down, the domestic letter rate being reduced from five cents Spanish silver to two cents American money, thus very materially reducing the revenue. Letter

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writing does not seem to be a practice among a large part of the inhabitants, so that it is comparatively from the few, and largely from the business men of the island, that the postal revenues are derived. In the United States, where there is one of the most perfect postal systems in the world, and where letter communication between all sections of the country is almost universal, the revenues for a year amount to $1.26 per capita and the expenses of the service to $1.35 per capita. A comparison between that country and the island of Cuba shows greatly to the disadvantage of the island, but when conditions for hundreds of years are taken into account and present conditions growing out of them are considered the showing is not so bad, though far from favorable.

The recent census of Cuba shows the population of the several Provinces to be as follows:

| | |
|---|---|
| Havana | 424,811 |
| Santa Clara | 356,534 |
| Santiago | 327,716 |
| Matanzas | 202,462 |
| Pinar del Rio | 173,082 |
| Puerto Principe | 86,237 |
| Total population | 1,572,842 |

The receipts of the postal department for the calendar year 1899 were $250,025.85, or, as nearly as can be estimated by Provinces, showing also the per capita, as follows:

| | Receipts. | Per capita. |
|---|---|---|
| Havana | $170,017.58 | $0.40 |
| Santa Clara | 17,501.81 | .05 |
| Santiago | 20,002.07 | .06 |
| Matanzas | 27,502.84 | .18 |
| Pinar del Rio | 10,001.03 | .05 |
| Puerto Principe | 5,000.52 | .05 |
| | 250,025.85 | |

The receipts per capita for the whole island amount to a small fraction less than 16 cents.

The expenses of the department for the year amounted to $608,577.31, making the per capita rate for expenses 38.7 cents. This is the showing for the first year of the establishment of a postal service on American lines in what was up to January 1, 1899, a foreign country. It will of necessity be years before the postal service of Cuba will be established on a basis even as nearly self-sustaining as that in the United States, for the reason that the retiring Spanish Government did not leave a stamp or anything else of value upon which to begin the building of an efficient postal service on the island. There was no central organization, and the office of the department of posts had to be literally created. The post-office in Havana, as well as all of the offices on the island, was without adequate facilities for the transaction of business, the most crude methods being in vogue in nearly every instance. There was practically no railway postal service. So from the foundation up the service has had to be builded in all its branches, and it has necessarily been a very expensive undertaking.

In the management of the postal service of the United States there are about 116,000 persons employed, exclusive of the mail contractors and messengers. The entire service cost $101,632,160.92. For the sake of comparison with Cuba, only let us say that the total expense of the Department equaled $879.14 for each employee. In Cuba there are 750 employees, independent of contractors. The total expense for the year was $608,577.31, or $811.43 for each employee. I know this comparison settles nothing, but may help a little in calling attention to the close figures, in comparison, on the relative expense per each employee. I am not unmindful of the fact that the figures here do not cover the same period, those of the United States being for the fiscal year 1898–9 and of Cuba the calendar year 1899.

In this connection your attention is called to the fact that the expenses of this department include but a very small amount for mail transportation, as I was enabled to secure this service, in nearly every instance, free of cost, and in most cases at a nominal sum. This arrangement, however, will close on June 30, 1900,

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after which contracts will have to be entered into. While every effort will be made to get the cost of the service as low as possible, it nevertheless is apparent that this contract service, commencing July 1, 1900, will add very materially to the expenses of the postal service for Cuba.

The postal receipts in the United States amount to 93.3 per cent of the total expenses, while those in Cuba amount to 41.3 per cent. The deficit in the United States is 6⅔ per cent of the total expense, and in Cuba it is 58⅔ per cent of the total expense. The deficit per capita in the United States is 7½ per cent, and in Cuba 142 per cent.

This now brings up for consideration the question of how far we are to go in giving the island of Cuba modern postal facilities. I am not unmindful of the admonition contained in yours of July 27th, 1899, expressed in the President's own language, and also the suggestions made in your personal letter of the same date, the closing sentence of which is, "Let us try hard to make the best showing we can."

A retrospective glance over the past calendar year does not show, to my mind, where any material changes could have been made consistent with an efficient postal system, which we think we have at this writing on the island. It is a matter of regret to me that our revenues are not larger; but how could we avoid it? We have endeavored to give the island of Cuba such a postal service as would not only reflect credit upon the administration, but such as would, in our judgment, induce more liberal patronage.

We have not yet been advised of what the census shows as to illiteracy. When we get those figures it may help clear up the atmosphere and account in some degree for the scant patronage of the posts.

Instead of the old, rickety, nondescript institutions called post-offices about the island, as they existed prior to January 1, 1899, we now have fairly well equipped modern post-offices, and it has cost money to bring about this change, and I will say here that it has impressed itself upon the Cuban people. It may not be considered in good form, but I can say truthfully that the Cubans point to our postal service with pride, and very few, if any, adverse criticisms are heard at this writing. General Wood has just returned from a tour of the island, of which you are of course aware. He has just informed me that but one complaint was made to him on this tour, which he named to me, and I have applied corrective measures. This may be considered a pretty fair criterion, because if people had complaints to make they certainly would have made them to the governor-general when he was in their midst.

So far as the condition of the service is concerned I am quite satisfied, but it would not be expressing my feelings were I to say that I was satisfied in the matter of receipts and expenditures. It has been the policy of the department to follow the rehabilitation and resuscitation of the towns and villages that were destroyed during the late war with proper mail facilities when the circumstances and surroundings, in the judgment of the department, demanded and warranted it.

Another matter: The roster shows that we have 750 employes in the postal service, 104 of whom are Americans, and the latter are mostly in the department and the Havana post-office. There are 273 post-offices on the island, 251 of which are manned by Cubans, the remainder being under the charge of American acting postmasters, who are engaged in instructing their subordinates. As fast as the subordinates or assistant postmasters become competent and efficient they are made postmasters and the Americans retired. This condition leads me to remark that our money-order business is growing to great magnitude, as we are now handling practically all of the money of the island, bringing it to Havana and sending it back for the government, which necessitates great vigilance to prevent errors and defalcations. One of the best preventatives, to my mind, is an efficient corps of special agents, who can drop into these offices very frequently unannounced, leaving the impression that they may be checked up at any unexpected day. In view of this I have determined to increase the force of special agents. I have also taken steps to increase the bond of postmasters in places where increasing business necessitates it; in fact, every precautionary measure has been and will be taken to throw as nearly absolute security about the receiving and transmission of the money-order and other funds as is practicable and consistent with reasonable expenditure. We have to-day ten special agents, only two of whom, exclusive of the chief special agent, are competent to overhaul a money-order office. Thus you will see that we are at a great disadvantage and are constantly shaking in our boots, fearing that something serious may happen. This fear comes largely

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from anxiety that everything shall go along smoothly and without loss or scandal.

Since beginning the writing of this letter my attention has been called to some figures which will probably far better express the conditions of the postal service of Cuba to-day than any comparisons which could be made with such a service as that which exists in the United States. From the most reliable sources I am able to say that the receipts from the sale of postage stamps in the years 1894 and 1895, when conditions on the island were normal, were $672,509.24. Assuming that these receipts were about equal for each year, you may say they were, in 1895, $336,254.62. The fact that all public documents, agreements, deeds, and other papers of this class were written on stamped paper, which came under the head of postal receipts, would show that of this sum a large amount would have to be deducted to make the comparison fair with the postal receipts of to-day. At the present time the receipts from foreign mail are about 60 per cent of the total receipts of the island. Assuming that in 1895 the receipts from domestic and foreign sources were about the same, it would show the following:

| | |
|---|---|
| Domestic | $168,127.31 |
| Foreign | 168,127.31 |

Under the present administration foreign postage has been reduced at least one-half and domestic about one-third. So if mail matter in 1895 had been paid for at the present rate of postage the receipts approximately would have been:

| | |
|---|---|
| Domestic | $112,084.88 |
| Foreign | 84,063.53 |
| Total | 196,148.41 |

On the other hand, the postal receipts for 1899, which amounted to a little more than $250,000.00, would have produced a revenue under the Spanish rate which prevailed in 1895 of about $420,000.00.

It is only fair for the department of posts to say, in reference to the expenses for the year, that they covered the remodeling of the building in which the department of posts and the city post-office of Havana are located, amounting to over $20,000.00, not taking into account the repairs of buildings in other parts of the island. This was a very large item of expense, and had to be made because there was no building which in any sense answered the purpose of the department and the post-office. I am also fair in stating that while the plumbing of the building was originally made under the direction of a United States army engineer officer detailed for that purpose, it proved to be so deficient that, under the direction of the sanitary officer, it had to be removed from bottom to top and new fixtures of every description put in. This resulted in an additional expenditure of about $12,000.00, aggregating over $32,000.00, which adds materially to the expenses incurred by the department during the year.

Very respectfully,

E. G. RATHBONE, *Director-General.*

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**Exhibit No. 48.**

APRIL 25, 1900.

The honorable the POSTMASTER-GENERAL,
*Washington, D. C.*

SIR: Replying to your letter of the 18th instant, I wish to assure you of what I think you already know to be a fact, that I am in hearty sympathy with you and other officials in an effort to bring the expenses of the department of posts down as low as may be consistent with efficient and safe service. Perhaps you think I am too frequently calling attention to the conditions which existed on the island on January 1, 1899, with reference to the postal service. But I am constrained to refer to them to the extent of again calling your attention to the fact that when I assumed charge of the postal service of Cuba there was nothing in the way of a central organization upon which we could build. It seemed to me to be wise, and I think at the time you agreed with me, that there should be such an organization in Havana as would enable us to reach out into every part of the island, first, for information, which we necessarily had to have, and then for the purpose of better controlling the important work of establishing an American postal service where such a system had never before been known. From this strong central organization affairs could be directed with a firm

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hand. That organization in its present form as applied to the postal service is the department of posts.

To this end the organization, developing part by part, resulted finally in the establishment of bureaus of transportation, special agents, appointments, translation, registration, money order, finance, dead letter, and postal accounts, which latter was discontinued and absorbed by the auditor on July 1, 1899, and is now a branch of the auditing system of the island. In addition to these, a complete organization made it necessary for me to have a chief clerk, and a superintendent and disbursing office, and solicitor or legal adviser.

I shall now take up the different bureaus as I have named them, and give you an outline of the work performed in each.

### TRANSPORTATION BUREAU.

I hardly need call your attention to the necessity of a great amount of work having to be done in connection with the transportation of the mails. We found steamship companies under Spanish administration receiving exorbitant prices for carrying the mails; the service on the railroads was bad, and in a most inefficient way attempting to serve the people of the island, and there was almost no star-route service whatever. As you know, the expense for steamship service was almost entirely cut off, being reduced from more than $140,000 per annum to about $2,200.00 per annum. This arrangement, however, was to last only until June 30, 1900, and we are now in the midst of letting contracts for all steamship service around the island, as well as between this and other islands or countries. You can hardly conceive of the annoyance and the almost unsurmountable obstacles in the way of reaching conclusions in these matters which are so vital to a good service, and at the same time an economical one. For this reason we are pressed for competent help in the transportation bureau at this time.

### SPECIAL AGENTS.

The department, from the standpoint of those who merely look at numbers engaged in the work, would possibly be subject to more criticism in connection with the special agents' bureau than that of any other. I beg to remind you, however, that when we took charge of this service there was almost no information at hand to enable us to act intelligently. To be sure, we had the advantage of the short experience of the postal commission sent down by yourself, but time developed the fact that, by reason of their short stay, they had not been able to grasp the situation as thoroughly as they had themselves hoped to do, and the information gained from them we found had to be greatly modified by that which we gained later from other sources, largely through the special agents. Through the kindness of the Post-Office Department three or four experienced post-office inspectors were sent to the island to assist in the work. Later these were withdrawn, and I found myself compelled to make up a force very largely from inexperienced men. It would not be possible in a selection of ten men for such places that there would not be some who would prove less efficient than others. You know the great value of experience in such a field as that which a special agent or post-office inspector operates in. I find myself, therefore, with ten men in the field, who are doing less satisfactory work, if not indeed less work, than a less number of thoroughly experienced inspectors or special agents might do.

I do not say this to unjustly criticise anyone, but am merely stating the fact, the force of which you will recognize. As to the importance of having good men in this field, I have only to remind you that the island had been devastated by war, and means of communication were almost completely cut off with many parts of it. Thriving towns had been blotted out of existence, which set in the midst of fertile surroundings, and, naturally, such places are beginning to revive. In the advantages which follow present conditions people are beginning to demand better postal service. The special agents are, therefore, going from one end of the island to the other in answer to demands for investigation looking to the establishment of offices and of star routes, for an improvement in post-offices, and, in fact, in all branches of the service. With almost no railroad system in the eastern part of the island, you will readily understand, without any suggestion from me, how very difficult it is to arrive at an intelligent conclusion as to all that the service needs. That the department is reducing expenses, I beg to call your attention to my previous communication, showing a reduction of the present star-route service from that furnished by the military authorities in Santiago Province, which I only cite as a sample.

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The handling of the large volume of money for the Government in bringing it to Havana and sending it back necessitates great vigilance to prevent errors and derelictions. One of the best preventatives, to my mind, is an efficient corps of special agents moving about from point to point, keeping the employes of the service in constant expectancy. This corps of special agents is kept in the field investigating the affairs of post-offices and instructing the employes in their duties. Their work is carried on under vastly different conditions to those surrounding the same service in the United States. Special agents have to conduct their operations in sparsely settled districts, where post-offices are widely scattered. The meager means of transportation in the island hinders their work in a great measure. In districts where there are no railroads special agents are frequently compelled to make long and hazardous journeys across country on horseback, or perhaps even on foot, suffering hardships and exposing themselves to dangers that would not be encountered in a country where transportation facilities are more extensively developed. All this hinders and retards the work of the special agents, and necessarily causes them to cover much less ground than would be the case if adequate railroad and other transportation facilities existed on the island.

It not unfrequently occurs that we have to send special agents with large sums of money to and from various points on the island. I recall one trip made by a special agent from Havana into Puerto Principe Province, carrying with him a large sum of money, which was necessary to meet money orders drawn on the Ciega de Avila office. He not only delivered the money, but supervised the payment of it to a great extent. This was made necessary because of the unsatisfactory condition then existing in the post-office where the money was being paid out. Occurrences of this sort are many. Again, on March 5, 1900, we were advised by telegraph that Gibara had taken in $48,713.86. A special agent happened to be in the neighborhood. We ordered him to Gibara, and under our instructions he sent $15,000 by registered mail to Santiago, where money was needed to meet postal orders, and brought the remainder, $33,713.86, to Havana. I personally on one occasion brought nearly $25,000 in money-order funds from Cardenas to Havana, the occasion being that of a recent official visit to that city. The money was ready to send and I brought it. In accordance with instructions, our postmasters, when they receive a large sum of money in payment of money orders, notify the department by telegraph and also advise the office upon which the orders are drawn of the amount so drawn.

I mention these matters to show the necessity, by reason of the peculiar conditions existing here, for the employment of a seeming large number of special agents, which employment would not be necessary in a country where conditions are settled like in the United States.

### TRANSLATION BUREAU.

The importance of such a bureau as this is apparent, of course, when it is remembered that a very large proportion of the correspondence coming into the department from the island is in the Spanish language, and a great deal depends on the character of the translation, not only of the correspondence coming in, but especially of the letters in reply to the same. In this bureau every man from the chief down is a Cuban with the exception of one, but even he has been in Spanish countries for so long that he hardly lays claim to American citizenship. I have more trouble in filling places in this bureau with competent men than in almost any other, for reasons which are obvious.

### REGISTRATION BUREAU.

In this bureau only three men are employed, one of them being a stenographer. The work devolving upon this bureau is, of course, that of instructing postmasters over the island as to the proper performance of duty and to watch the working of the whole service so far as it touches the registered mail, devising ways and means which will make the service most efficient and provide so far as possible against loss. Registered mail is supposed to be the most valuable of any handled by the department. In this connection I have deemed it wise to call your attention to the vast volume of business which is being done by registered mail, which will enable you to see more clearly the importance of an efficient force in this branch of the work. For the quarter ending December 31, 1899, the number of articles registered and received for delivery and the number of R. P. E.'s and tags in transit amounted to 93,823. In Havana alone

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the number of registered articles handled was 65,912. It is difficult to give an estimate of the money handled by the registry division, but the chief of the registry bureau gives me the following figures:

| | |
|---|---|
| Amount received from and delivered to the money-order division of the Havana post-office for the quarter ending March 31, 1900 | $918,376.00 |
| Delivered to the finance bureau, department of posts (estimated) | 25,000.00 |
| Received from and delivered to the North American Trust Co. and other parties (estimated) | 1,000,000.00 |
| Total amount received and delivered (estimated) | 1,943,376.00 |

This would amount to $7,773,504.00 annually.

About December last, upon request of Major Ladd, the treasurer of the island, who stated that until that time he had an arrangement with the Pan-American Express Company for transmitting funds from various parts of the island to Havana, for which service he paid one-half of one per cent, we consented to his transmitting his money, amounting, as estimated by the treasurer, to $150,000 per month, or $1,800,000 per annum, composed of customs receipts from the various ports of entry of the island outside of Havana, 12 or 14 in number, through our money-order system. This arrangement went into effect January 1, 1900, and has been continued since.

On January 17, 1900, the military governor, by order No. 25, directed that public funds allotted to municipalities for certain payments should employ the money-order service of the department of posts in remitting funds. (See copy of order herewith.)

It is not possible to make a very close estimate to what extent the money-order system will be used in dispatching this money. From reliable sources I am informed that probably $340,000 per month is sent out into the several provinces for the purpose of meeting municipal and other expenses. This is sent out under the military governor's order, No. 25, and would amount annually to more than $4,000,000. What portion of this $4,000,000 we handle under the direction contained in General Wood's order No. 25 we have not stopped at this time to enquire, and for the purpose of this presentation it is probably not necessary, but that we do handle a considerable portion of it is obvious.

The treasurer of the island recently asked me in a letter (copy of which I inclose, together with my reply to same) to handle funds sent out on his order through the registered mail for Matanzas, Cienfuegos, and Santiago, and amounts disbursed from the points. He advises me that the volume of money will be about $300,000 per month, or $3,600,000 per annum, handled through the registry system; and that system must necessarily keep close watch upon such a business and provide the very best means possible to secure the department against loss.

In addition to all this, I happen to know that at this writing there is $400,000 of Government funds in transit between New York and certain points on the island, which we will have to handle. Here is an interesting fact, which may be stated, that up to this time no money losses in the registered mail have been reported to the department, and the losses in the money-order service have been very slight, all of which you have been advised of.

### MONEY-ORDER BUREAU.

Here again the department is confronted with a proposition involving the handling of vast sums of money-order funds, and this bureau is entrusted with the work of keeping such records as will enable us to know at any time just the condition of the money-order business.

| | |
|---|---|
| From January 1, 1900, until March 31, 1900, the total amount of U. S. lists containing advices certified by the Havana office amounted to | $324,539.40 |
| During the same time the amount of money received in the Havana office from remitting postmasters on the island was | 706,312.71 |
| The amount of funds supplied to postmasters to meet the demand for money orders during the same time as above was | 233,308.00 |
| While, of course, such a statement indicates the handling of some of the funds more than once, yet I do not think it unfair to say there are risks to take, and so the amount involved in all of these transactions was | 1,264,160.11 |

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I must say that it is because of these unusual, and I may say, enormous risks that I have not yet seen my way clear to cutting down the force in either one of these two important branches just named.

FINANCE BUREAU.

Where the handling of money is involved too much care cannot be taken. In this bureau, where all of the stamps and all postal revenues are received and dispatched, it has been my aim to have only the very best men, so that errors of all kinds would be reduced to a minimum. In addition to the funds above named, I have recently changed the system, so that all money-order funds are now received in the bureau of finance and sent out to postmasters on the island to meet advices upon orders prepared by the money-order bureau and signed by myself. It is only by having a sufficient force of the best men obtainable in this division that I feel at all comfortable, because of the great amounts of money both coming in and going out.

In this connection I desire to say that the chief of this bureau, Mr. Neely, handled in money-order funds, from about August 1st, 1899, until April 21st, 1900, $2,663,908.83, or an average of more than $300,000 per month.

Under the present arrangements, where all the money-order funds will be sent direct to the finance bureau and dispatched by that bureau to postmasters on the island to meet advices, a fair estimate will be that the receipts will amount to $400,000 per month and the amount dispatched to probably $180,000 per month. In addition to this he will also receive about $20,000 per month of postal funds. To this bureau is attached the division of postal supplies, with one man in charge.

APPOINTMENT BUREAU.

In this bureau I have placed the divisions of appointments, bonds, salaries and allowances, and the director-general's record. Appointments, in this instance, means the handling of the papers in the appointment of postmasters and also of all the employes in the service on the island, amounting now to about 600 persons. I have deemed it important that very many of these employes should be bonded, and that, as you know, adds largely to the work of such a division. The force in the bureau is adequate to the work which is necessary to be done, but I do not see how it could be done with one man less.

DEAD-LETTER BUREAU.

In this bureau the force consists altogether of Cubans, with one exception. The chief is a Cuban and an efficient man. The necessity for this force being able to read and write the Spanish language will be obvious to you, and I think we are serving the affairs of that bureau with as small a force as practicable.

I have gone into great detail in connection with the work of the department to show you that, under all the conditions existing, we have been doing up to the present time the best we could to give a good service on as economical a basis as possible. I have for months been considering the matter and discussing it with the chief clerk of the department with the view to the possibility of consolidating some of the bureaus. I confess that with the material at our command we do not see our way clear to take that step yet. However, as you are already aware, we have been cutting off expenses at different places and are beginning to draw Americans in from the island and, in some instances, retire them from the service entirely. We have just called the American acting postmaster in from Gibara, placed the American who has been in Holguin in charge at Gibara, and put the Holguin office in charge of a Cuban. At two other points we have also practically retired Americans recently, and, as we have no places for them in Havana or elsewhere on the island, it seems to be the only solution of the question to retire them from the service. It seems hard to retire men who have been here from the organization of the service, doing faithful work in face of obstacles and dangers, but the conditions, as they exist now and are tending, seem to require a gradual reduction of the force of Americans on the island.

It seems to me irresistible, in the face of the facts as herein stated, that it is imperative to maintain the strong central organization which we have now, and it may be considered necessary to maintain even a stronger one in order that security may be had. I am aware that prima facie the central organization constitutes a large per cent of the entire administration, but it is submitted

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that under all the conditions named herein it is necessary. If a better and cheaper system can be evolved I will be very glad to accept it, but a better one does not occur to me. I regret that the conditions existing on the island make it necessary to employ the postal service to the extent which it is being used in handling government funds, for the reason that with our unskilled employés and meager facilities for transporting the mails it is more hazardous than in the United States. It seems to be plain that we are doing a business away beyond that which is ordinarily performed by a postal administration, and I doubt if it has a parallel; and I submit that it ought not to be expected of this service that it should keep its expenses down to what they would be were we doing an ordinary postal business.

A résumé of the estimated amount of money handled by officials and employés under the direction of the registry and money order bureaus would be as follows for the quarter ending March 31, 1900.

| | |
|---|---|
| Registry | $1,943,376.00 |
| Money order | 1,264,160.11 |

As nearly as it is possible to estimate, the finance bureau will receive monthly $420,000, or quarterly $1,260,000, or annually $5,040,000, and will dispatch about $180,000 monthly, or $540,000 quarterly, or $2,160,000 annually, requiring them to actually handle a sum equal to $7,200,000.

If the estimates are correct in regard to the amount of Government funds which will be handled by the several branches of the department of posts, and these are continued in accordance with figures already given for the first quarter, the following figures would be an estimate of the volume of business done for other branches of the Government service and the North American Trust Company, who is the fiscal agent of the Government:

| | Monthly. | Annually. |
|---|---|---|
| For the treasurer of the island: | | |
| By registered mail | $300,000.00 | $3,600,000.00 |
| By money orders | 150,000.00 | 1,800,000.00 |
| Total | | 5,400,000.00 |
| For the North American Trust Company (estimated).....Quarterly.. | 1,000,000.00 | 4,000,000.00 |

(The latter is handled altogether through the Registry Division.)

As shown by the figures above, it will be seen that the department, through the registry and money order systems, will handle $5,400,000 for the treasurer of the island. If that had to be paid for at the rate of one-half of 1 per cent it would be at a cost to the Government of $27,000. As we send it, the $180,000 by money order would cost $5,400, and the registry fees on the remainder would amount to so little as to hardly be taken into consideration. We are therefore saving the Government by handling this money for them at least $22,000 per annum.

For the purpose in view in making these statements I have not gone into the question of whether with a normal and legitimate condition of the money-order system we would handle $1,000,000 or $5,000,000. I have been undertaking only to bring to your attention the great volume of business as it has multiplied in passing through the several branches of the service here.

As heretofore referred to, I am aware that in such estimates as these it contemplates handling of the same funds over several times, but as risk is taken each time and each transaction is separate and distinct from the others it is fair to claim that the total volume of business per annum represented in the several branches is as follows:

| | |
|---|---|
| Registry bureau | $7,773,504.00 |
| Money-order bureau | 5,056,640.44 |
| Finance bureau | 7,200,000.00 |
| | 20,030,144.44 |

These figures are astonishing, but they seem irresistible. As you know, in former communications I have frequently advised you, in a modest way, of the fact that we were handling large sums of money, but I must say that I am surprised at the volume, as you no doubt will be.

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This feature also is to be considered in connection with the money-order business. The amount of money-order funds received under the present arrangement by the finance bureau will probably not represent more than two-thirds of the amount of business actually transacted. In explanation I need not do more than call your attention to the fact that postmasters at money-order offices send in only the surplus of the receipts over the amount which they pay out on advices.

If quarterly reports were received promptly by the auditor for the department, I might be able at this time to give you an exact volume of the money-order business as shown by said reports. I am unable, however, to do so because the auditor informs me that it will be as late at least as May 10th before all reports are in and details can be given. The figures presented, however, will serve the purpose.

In all this I am very desirous that it shall not appear that we are in any way criticising the officials on the island in their use of the registry and money-order systems of the department of posts. On the contrary, as I have repeatedly said to you, we are only too glad to be able to lend a helping hand to all of the departments and in every way within our power to further the interests of all who are so vitally concerned in a good government in Cuba.

Another feature I desire to bring to your attention. As you have been advised, the transportation companies have made some complaint about the carrying of money in the mails as mail matter. They claim the right, under an old Spanish law, to charge for carrying money. When this matter was represented to the department several months ago by the Gibrara and Holguin Railroad, I held that under the Postal Code they were obliged to carry money as mail matter without additional cost, and called their attention to certain provisions of the Postal Code which annulled all existing laws and parts of laws conflicting with it. I also called the attention of the military governor to this matter of the transportation companies complaining in an official communication a month or two ago. The claim of the railroad companies is that by reason of our handling such large volumes of money it takes from them the business which they have heretofore enjoyed. If conditions were different, and transportation facilities on the island more adequate and universal, and express companies had greater and more efficient provisions for carrying money, this volume of Government funds that we are handling now would probably be handled by express companies, under which arrangement both the express companies and the transportation companies would get some compensation.

May I quote from a previous letter, presenting a view as follows:

"The postal service exerts its influence on every man, woman, and child in the island, and is of great benefit to them, not only personally, but commercially; hence, would it not be to the interests of all to spend money beyond its receipts for an efficient postal service which would serve to bring about the desired result on the island of Cuba, in inducing a peaceful condition of its citizens, disseminating information, promoting good government and a better and higher civilization? Would it not be as well to spend some money in this way as on public roads, buildings, and improvements? Would it not be for the general good of the island?"

My letter of February 8th last, if read in connection with this, may be interesting, as it deals with the question of postal revenues of the island as compared with those of the United States, and gives some figures by percentages.

Very respectfully, E. G. RATHBONE, *Director-General.*

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Newspaper correspondents representing various newspapers and periodicals were put on the Government pay rolls by the military government, the most of whom rendered little or no service in return. Vouchers Nos. 49, 50, and 51 (p. 130) show payments to some of them. Voucher No. 52 shows payments to a newspaper.

---

General Wood carried other newspaper men on the insular pay rolls, notably, as I am advised, "Capt. E. G. Bellairs," who was commonly known to be an ex-convict and a degenerate.



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I ask the committee to call on the War Department for a statement of all moneys paid to Bellairs for alleged services in Cuba.

That these newspaper men were on the insular pay roll under the control of the military governor may account for the untruthful and misleading statements made through the public press concerning my affairs, examples of which appear on pages 24, 34.

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**Exhibit No. 49.**

(Voucher No. 6. Abstract D. January, 1902. Account of B. F. Davis, disbursing clerk, Department of Cuba.)

*The Military Governor of Cuba, to Louis Davidson, Dr.*

1901.
Nov. 30. For special services in compiling for publication the Pan-American souvenir of Cuba, from June 1st to Nov. 30, 1901, six months, at $150.00 per month---------- $900.00

Frank McCoy, lieut., 10th U. S. Cavalry, aide-de-camp, certifies to the above as correct and just, but crosses out the printed statement on the voucher, "Services were rendered as stated; that they were necessary for the public service, etc."

Paid by check No. 297587, on Banco Nacional de Cuba, January 4, 1902.

(Same as above to George Reno, paid by check No. 297589, on Banco Nacional de Cuba, on January 4th, 1902.)

(Same as above, but for half the amount ($450.00), to Wm. A. Varty, paid by check No. 297588, on Banco Nacional de Cuba, January 4th, 1902.)

NOTE.—This book is unpublished at this date, May 9th, 1902, and it is said that the project has been abandoned.

Davidson, Reno, and Varty are newspaper men.

**Exhibit No. 50.**

(Form No. 8. Voucher No. 60. Abstract B. Month of April, 1902.)

*The Military Government of Cuba, to Sara L. Beckwith, Dr.*

1902.
Apr. 30. For salary as clerk in the office of the judiciary commission for the month of April, 1902---------- $125.00

This voucher as submitted is authorized and approved by the military governor under oral agreement.

FRANK MCCOY,
*Lt. 10th Cav., Aide-de-Camp.*

Receipted by Sara L. Beckwith, April 30, 1902, to B. F. Davis, treasury disbursing clerk. Amount, $125.00. Paid by check No. 403243, dated April 30, 1902, on Banco Nacional de Cuba.

NOTE.—This lady has been in Government employ for nearly, if not quite, two and a half years. She is a newspaper correspondent, representing the Atlanta Constitution and other papers, to wit, the N. Y. Journal and Philadelphia Press.

**Exhibit No. 51.**

(Form 8. Voucher No. 45. Abstract B. Acct. month April, 1902.)

*The Military Government of Cuba to Fred'k Riley, Dr.*

1902.
Apr. 28. For services rendered in connection with the translation of the report for 1901 of the military governor---------- $100.00

This voucher as submitted is authorized and approved by the military governor, under oral agreement.

Certified to by "Frank McCoy, lieut., 10th Cavalry, aid-de-camp."

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Receipted by "Fred'k Riley" to B. F. Davis, treas. dis. clerk, April 26th, 1902.
Paid by check No. 403220 for $100.00, dated April 26th, 1902, on Banco Nacional de Cuba.

NOTE.—Riley is the English editor of La Lucha, and the Havana correspondent of the New York Sun.

**Exhibit No. 52.**

(Voucher No. 38. Abstract B. Month of October, 1901.)

*The Military Government of Cuba to the Havana Post, Dr.*

1901.
Oct. 22. For 600 copies of the Havana Post of the issue of October 13th, 1901, for headquarters, Department of Cuba ..... $25.00
29. For 600 copies of the Havana Post of the issue of October 20th, 1901, for headquarters, Department of Cuba ..... 25.00

This voucher as submitted is authorized and approved by the military governor, under oral agreement.

FRANK MCCOY,
*Lieut., 10th Cav., Aid-de-Camp.*

Receipt for $50.00 in payment of the above bill by J. N. Casanova, proprietor, to B. F. Davis, treasury disbursing clerk, dated October 23rd, 1901.
Paid by check No. 297241, dated October 23rd, 1901, for $50.00 on Banco Nacional de Cuba.

NOTE.—There is a voucher for every week to May 1st, 1902, for the same number of copies of the Havana Post at the same price, to wit, 600 copies of each Sunday's issue, for which payment has been made of $25.00 per week.
The Post sells for 5 cents Spanish silver at retail on the street, which would be only about $22.00 or $23.00 in American money, according to the fluctuation in the value of Spanish silver, yet the military governor paid from public funds more than the retail price on the street.

In the matter of the department of posts and all pertaining to it being seized, I desire to make this brief statement: By joint action of the Post-Office and War Departments, on May 19, 1900, the department of posts of Cuba, with all of its belongings, such as post-office supplies, stamps, stamped paper and money, which was in my custody as a bonded officer, together with many personal and private papers and some personal property, was in effect seized, and no accounting was ever made to me. I was excluded from the department of posts building by a military order. Also about August 6, 1900, I delivered to M. C. Fosnes the official residence, 547 Calzada del Cerro, with all its belongings, including carriage, harness, equipment, all of which was inventoried, and I was promised a receipted copy thereof, but it was denied me. In this connection I file copies of two letters to Fosnes showing my demand for a receipt for the property delivered to him.

**Exhibit No. 53.**

HAVANA, *Sept. 7th, 1900.*

Mr. M. C. FOSNES,
*Acting Director-General of Posts, Havana.*

DEAR SIR: About a month ago you sent three men to the official residence at Calzado del Cerro, No. 547, who took an inventory of house furnishings and other Government property, which was left in your custody about August 10th, 1900.

I was to have been furnished a receipted copy of such inventory, which matter has probably escaped your attention. I will thank you to mail it to me at Hotel Trocha, Vedada, at your earliest convenience.

Very truly,

E. G. RATHBONE.

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**Exhibit No. 54.**

HAVANA, CUBA, *Sept. 12th, 1900.*

MR. M. C. FOSNES,
*Acting Director-General of Posts, Havana, Cuba.*

SIR: I have yours of 8th inst. in reply to mine of 7th requesting you to send me a receipted copy of the inventory of Government property left in the official residence, 547 Calzado del Cerro, and your reply is noted.

It is true that I suggested that you send Dr. Carter with your inspector to make the inventory of the property, for the reason, as I explained to you at the time, that he was familiar with the property and that it was in the interest of expedition.

After your representative, Inspector Moye, arrived at the house I asked him if he would make the inventory in duplicate, so I could have a copy, which would obviate the necessity of my making notes of the property in addition to those made by his stenographer, and Mr. Moye said he would do so. Aside from this understanding and arrangement with your representative, in all fairness, I should have a receipted copy of the inventory for the property passed from my possession to yours, as director-general of posts, and is now in your possession.

Under the circumstances, and all business rules, I am entitled to a receipted inventory, and I renew my request for it. The question of ownership will undoubtedly be determined in the future by some authority superior to yours. Therefore, under the circumstances, I think you would be justified in furnishing me the copy requested. The billiard table and paraphernalia belonging to it is the property of Mrs. Rathbone, and we will remove it whenever you request it.

Very respectfully,

E. G. RATHBONE.

As before related, the trial concluded on March 8, 1902. The court consumed sixteen days in considering the case, and on March 24 it rendered its verdict and pronounced sentence of ten years' imprisonment for each Neely, Reeves, and Rathbone, and a fine of $56,701 for Neely, $35,516 for Reeves, and $35,324 for Rathbone. An appeal was immediately taken to the supreme court, which appeal was granted. On the evening of March 25, 1902, I was arrested and thrown into the old Spanish prison "La Carcel," and bail was denied me in violation of military order 109, series of 1899.

A few hours before my arrest Capt. Fred Foltz, of the Eighth United States Cavalry, who was acting as supervisor of police in Habana, went to Judge Carlos E. Ortiz, president of the audiencia, and informed him that "Rathbone was about to escape." The audiencia in sending the case to the supreme court under my appeal stated in substance that they caused my arrest and confinement without bail for the reason that the court had information that Rathbone was about to escape. We learned definitely that this information came from Captain Foltz, who must have known, and I believe did know, that he uttered a falsehood when he made that statement to the court.

One of the local papers in Habana, the Sun, commented on the conduct of the postal cases, whereupon Captain Foltz sent one of his police officers to the managing editor of the Sun, Mr. H. S. Stansbury, with a written order to Mr. Stansbury to accompany the officer at once to the palace, which Mr. Stansbury promptly did, and a breezy interview took place between him and Adjutant-General Scott on the subject of what the Sun had said concerning the postal cases.

The following is a copy of the order of Captain Foltz, together with the Sun's version of the interview with the palace officials, which was never questioned:

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**Exhibit No. 55.**

[The Sun, Havana, Cuba, Friday, April 4, 1902.]

CALLED BEFORE THE CZAR—THE SUN STAFF IS ASKED TO EXPLAIN ABOUT A LEADING EDITORIAL—WOOD TOOK OFFENSE—A POLICEMAN BROUGHT AN ORDER FROM THE SUPERVISOR OF POLICE ASKING MR. STANSBURY BEFORE THE MILITARY GOVERNOR.

And the Sun has been called before the military governor. Probably you will ask what for? It was on account of the editorial published in last Sunday's Sun headed "Prejudgment." The city editor was first ordered before the governor and was questioned in regard to the aforesaid article, and then Mr. Bosworth was called upon. Later Mr. Stansbury, acting manager during the illness of Mr. Tanner, was requested to appear at the palace and did so, but was told to wait. After waiting some time he was informed that General Wood was very busy and would see him next morning at 9 o'clock. It was the same thing the next morning, wait; and Mr. Stansbury took his departure, remarking that he had business to attend to and could not devote his time to the pleasure of the military governor. This occurred on Tuesday. Nothing more was heard of the matter until yesterday afternoon, when the following order was presented at the office of the Sun by one of Havana's finest:

APRIL 3, 1902.

H. S. STANSBURY,
*Acting Manager the Havana Sun, Havana.*

SIR: You will please immediately accompany the policeman, bearer of this, to the office of the military governor, reporting there to the adjutant-general, Colonel Scott.

Very respectfully,
F. S. FOLTZ,
*Capt. 2d U. S. Cavalry, Supervisor of Police.*

Mr. Stansbury accompanied the policeman, Mr. Barnett, and was ushered into the presence of Colonel Scott. Quite a lengthy conversation took place, during which the colonel informed Mr. Stansbury that the Sun had laid itself liable to criminal action under the press laws of Cuba in printing the editorial mentioned above. Now, there is only one clause in that article at which the military governor could take offense, and that is this sentence:

"Well, General Wood, did you watch out sharp? Instead of allowing the usual course in the courts he made new laws and courses of procedure for the case wherever necessary, issuing many special orders to the court, employing special foreign lawyers on the case, and after keeping Rathbone for nearly two years on the island on bail, and for a large portion of the time under police surveillance, and Neely the same length of time in prison, his bail having been placed so high as to make it impossible to secure it, brought them to trial before a court of judges selected by himself for the trial of this special case."

Now, in regard to the above statement, the Sun, several days since, printed orders from General Wood to the officers of the audiencia which bears out the article in question, all except the last line, which says the "judges were selected by himself for the trial of this special case." We here take occasion to admit that the words "special case" should not have appeared, although the five judges who sat on the Neely-Reeves-Rathbone case were selected from the entire membership of the audiencias, and the fiscal (Hevia) was appointed especially to prosecute this case. Now, the Sun puts its case before the public of Havana, and, upon the fact of the orders printed heretofore, will leave them to judge whether we are liable to criminal prosecution or not.

About April 1, 1902, through my attorneys, I applied to the supreme court of Cuba for a writ of habeas corpus, alleging unlawful detention in that I was tried and convicted under the Postal Code of Cuba, which provides that the offense with which I was charged is bailable.

The supreme court heard the case and held that I was entitled to bail, and fixed it at $100,000. The case was then referred back to the audiencia, or trial court. We offered the "Fidelity and Deposit Company, of Baltimore, Maryland," as security in the sum of $100,000,

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and the audiencia rejected it. They demanded American gold. On April 13, 1902, I again applied to the supreme court for a writ of habeas corpus, claiming that the audiencia under the law must accept the Fidelity Company's bond, and cited military order No. 97, dated June 30, 1899, which provides that the bonds of surety companies who have complied with the laws of Cuba shall be accepted in the following terms: "Public officers required to approve bonds shall, if they be presented, accept those of the said companies in lieu of those now required by law."

Upon hearing the case the supreme court held that the Fidelity Company's bond should be accepted, and again remanded the case to the audiencia for completion. The audiencia held that the bond should be inscribed as a public deed—in orther words, "recorded," as a deed is recorded in the United States—which involved an expenditure of, I believe, $200 or $300, which the supreme court decided adverse to the audiencia. The audiencia also raised a question of the power of attorney of the agent of the bonding company, Mr. Martinez, to act, and various other dilatory tactics were employed, until eight or nine days were consumed after the filing of the bond and before its acceptance and my release, on April 21, 1902.

About May 8, 1902, the President gave orders which resulted in the Secretary of War issuing instructions to General Wood on May 13, 1902, to amend the laws of Cuba, extending the powers of the supreme court in cases like mine, which, in effect, provided for a new trial. [P. 136.]

The letter of instruction of the Secretary of War to General Wood, dated May 13, 1902, was received by General Wood on the morning of May 17, 1902. Immediately upon receiving information of the receipt of the order by General Wood my attorneys filed a petition in the supreme court, the same day (May 17), reciting that certain witnesses were necessary to be heard in the new trial, to wit, Col. George H. Burton, inspector-general; Capt. Herbert J. Slocum; Frank J. Steinhart, chief clerk to the military governor; M. C. Fosnes, director-general of posts; Hardy T. Gregory, post-office inspector; Frank M. Hamilton, post-office inspector; P. H. Bristow, chief clerk to director-general; Wilson E. Wilmot, secretary to director-general; Capt. Fred Foltz, supervisor of police, and Gen. Joab A. Patterson, superintendent of the palace, and asked that they be detained as witnesses; that we believed they would leave the island when American occupation ceased on May 20, 1902. We asked their retention under the provisions of two of General Wood's military orders, to wit, order No. 228, of June 3, 1900, and No. 513, of December 19, 1900.

I submit a copy of the petition:

**Exhibit No. 56.**

*To the supreme court, criminal division:*

J. A. Gonzalez Lanuza, attorney for Mr. E. G. Rathbone in the case of the frauds of the department of posts, says:

That if it is decreed in his appeal for a rectification of the errors of procedure in this case that he is right, it may be necessary to have a new trial; this being so because of pardon given to him, Mr. Wm. R. Reeves abandoned the island, and as his return is not to be expected, it will be necessary to go into the new trial without his presence. On the 20th instant the military government will cease in the island, and it is probable that many of its officials,

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if not all, may immediately leave Cuba, which would be, for the administration of justice in general and for the rights of my client in particular, a real and serious inconvenience; and to avoid that is the purpose of this petition.

Order No. 228, of June 3, 1900, provided that all witnesses of any importance whatever should be held under bond, so that they will appear, and in case they would not give the bond the judge who began the proceedings was authorized to imprison them in case they did not appear, and the order No. 513, of December 19th, 1900, which was additional to the above order, clearly stated that the person to which paragraph 1 made reference would not be allowed to leave the island without permission of the judge or from the court, and that those trying to violate this order would be arrested and held as prisoners according to paragraph 2 of the above-mentioned order.

By virtue of the rights which these provisions give me, I request the court, which is now hearing this cause, to order that the following persons shall not leave this island, or that they may give bond for their appearance at the proper time, if there is a new trial, to wit:

1st. Col. George H. Burton, inspector-general of the Dept. of Cuba.
2nd. Capt. Herbert J. Slocum.
3rd. Mr. Frank J. Steinhart, chief clerk of the military governor of Cuba.
4th. Mr. M. C. Fosnes, director-general of posts.
5th. Mr. Hardy T. Gregory, post-office inspector.
6th. Mr. Frank M. Hamilton, post-office inspector.
7th. Mr. P. H. Bristow, chief clerk, department of posts.
8th. Mr. Wilson E. Wilmot, secretary to the director-general of posts.
9th. Capt. Fred Foltz, supervisor of police.
10th. Mr. Joab A. Patterson, superintendent of the palace.

The last two witnesses were not present during the trial, nor during the preliminary hearing, and Mr. Steinhart, although he was proposed as a witness for the trial, was not admitted by the audencia, and on account of his non-admission establishes one of the grounds for the error in procedure on account of violation of legal formalities. Therefore my petition in respect to them may appear without foundation, but from private information, gained by reading the newspapers of the United States, and from other sources, I know that when this petition is filed there will be published an order which authorizes, among other things, the supreme court to submit additional proof in the trial.

By virtue of the foregoing I petitioned the court to order, in accordance with the orders of the military governor referred to, that the witnesses mentioned shall not leave the island, and shall give bond for their appearance whenever the court may wish to call them to testify.

I have had information from certain quarters that records in the office of the auditor for the island, as well as in the department of posts, are about to be taken from Cuba. As additional proof, which in the future may be allowed me, and as a reference as to the evidence which was admitted in the recent trial, I am interested that not one of said documents goes out of our reach, and that they may be brought before the court at any time.

For all this I petition the court to address the military governor, requesting him that none of the documents of the department of posts or of the general auditor's office of the island be taken from the island, or put where they may not be brought before the court at any proper time.

J. A. GONZALEZ LANUZA.

HAVANA, CUBA, *May 17, 1902.*

A copy of this petition to the supreme court was sent to General Wood on May 17, 1902,, with the following letter of transmittal:

**Exhibit No. 57.**

HAVANA, CUBA, *May 17, 1902.*

Brig. Gen. LEONARD WOOD,
*Military Governor, Havana, Cuba.*

SIR: I hand you herewith a copy of a petition addressed to the supreme court of the island of Cuba and filed with it this date, requesting that proper action be taken by it to secure the attendance of certain named witnesses in the *retrial of my client*, Mr. E. G. Rathbone.

The petition also requests the retention within the jurisdiction, and subject to the orders of the court, of certain records named in my petition aforesaid.

This is to notify you of this petition, and the contents thereof, and to request

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you to give such orders or to take such action as necessary for you to take as military governor to carry into full force and effect the requests contained in my petition aforesaid and enclosed herewith.

Very respectfully, J. A. GONZ. LANUZA.

On May 18, 1902, I heard that Mr. P. H. Bristow intended to leave Cuba for the United States the following morning, whereupon my attorneys wrote a letter to General Wood, advising him that Bristow was about to leave, and asked him to exercise his authority as military governor and detain Bristow as a witness.

The following is a copy of the letter which I delivered at the palace in person:

**Exhibit No. 58.**

HAVANA, CUBA, *May 18th, 1902.*

Brig. Gen. LEONARD WOOD,
*Military Governor, Havana.*

SIR: I am informed that Mr. P. H. Bristow, chief clerk, department of posts, one of the witnesses named in my petition to the court of yesterday, the 17th inst., requesting that they be detained as witnesses (a copy of which I delivered to you yesterday), has his arrangements made to leave the island for the United States on an early boat to-morrow morning, the 19th inst.

This is to request you to take the necessary steps in your capacity as the military governor of Cuba to prevent the departure of Mr. Bristow from the jurisdiction of the courts.

Very respectfully,
J. A. GONZ. LANUZA.
*Attorney for E. G. Rathbone.*

NOTE.—The original of this letter was delivered by me to Lieut. Wells, aide-de-camp to Gen. Wood, at the palace, about 5.30 p. m., May 18th, 1902.

E. G. RATHBONE.

Mr. Bristow left Cuba on May 19, 1902, and no attention was paid to our appeal.

Under the laws of Cuba, before an enactment, military order, or royal decree, etc., becomes effective and in full force it must be published in the Official Gazette, and upon its publication in the Official Gazette it is in full force and effect.

In the Official Gazette of May 17, 1902, appeared military order No. 160, as follows:

No. 160.] HAVANA, *May 17, 1902.*

The military governor of Cuba directs the publication of the following:

I.

The laws of criminal procedure are hereby amended by adding the following article:

Upon an appeal to the supreme court from the judgment and sentence of a court, on conviction of a public officer for a crime committed in the performance of his duties, the supreme court shall have jurisdiction to review all questions of fact, law, and procedure arising upon the testimony, record, and proceedings, and to either affirm the sentence, dismiss the proceedings, award a new trial, or make such other judgment or order as substantial justice shall require; and the supreme court may, upon such hearing, take any additional evidence which it deems necessary in the interest of justice. This provision shall apply to all appeals now pending or hereafter taken.

This is the amendment to the law of criminal procedure which the President ordered the military governor to promulgate and which appears in the Official Gazette of May 17, 1902. The publication of this issue of May 17, 1902, was withheld by order of the military governor [affidavits of the publishers of the Official Gazette to this effect are in my possession] until 11.30 p. m. of May 19, 1902, thus

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giving the supreme court but *one-half of a midnight hour* in which to consider my petition for the retention of certain witnesses named therein, for the reason that American occupation ended at 12 noon on May 20, 1902, and that day was declared a legal holiday, consequently the court did not sit.

On the afternoon of May 20, 1902, many of the witnesses named in my petition to the supreme court left the island of Cuba for the United States, which deprived me of their services as witnesses, as there is no law under which they could be compelled to return to Cuba as witnesses.

On April 12, 1902, General Wood issued an order, No. 99, making the judiciary of Cuba irremovable. The first paragraph of the order reads as follows:

I, Leonard Wood, military governor of Cuba, by virtue of the authority vested in me, order publication of the following: The officers who are at present serving in the judicial and public prosecution services and those who in the future may be appointed thereto in accordance with the law, shall not be suspended from their positions, dismissed therefrom, nor removed from said services except for reason of duly proven crime or other serious cause, and never without a hearing to the interested party.

This order was afterwards rescinded pursuant to orders from the War Department, as shown by the folowing exhibit:

**Exhibit No. 59.**

No. 161.] HAVANA, *May 17, 1902.*

The military governor of Cuba directs the publication of the following order:

"SEC. 11. Order No. 99, current series, these headquarters, as well as so much of section 11, order 134, current series, these headquarters, as includes correctional judges in order 99 aforesaid, are hereby declared to be without effect after noon of May twentieth, 1902, in order that there may be no apparent conflict between the provisions thereof and the constitution of the Republic of Cuba in reference to the matter to which said orders refer.

"H. L. SCOTT, *Adjutant-General.*"

NOTE.—For an official copy in full in Spanish see page 718, "mes de junio 1902," recapilación de todas las disposiciones publicadas en la Gazetta de la Habana, Colección Legislativa.

I call attention of the committee to the fact that the military governor issued a full pardon to W. H. Reeves on April 21, 1902; that it was officially published in the Official Gazette in the following language:

Full pardon is hereby granted to William H. Reeves, witness for the State in the post-office cases, of the sentence and fines imposed upon him by the audiencia of Havana.

Reeves could not in any legal sense be a "witness for the State in the post-office cases," as stated by General Wood in his order of pardon, for there is no legal provision for a "witness for the State" in any class of cases *except customs cases*, which provision was made by General Wood in his order No. 24, dated January 17, 1900, as follows:

**Exhibit No. 60.**

[From the Official Gazette of January 19, 1900.]

No. 24.] HAVANA, *January 17, 1900.*

The military governor of Cuba, upon the recommendation of the secretary of justice, directs the publication of the following order:

"I. All persons charged with crimes (whether as perpetrators, accomplices,

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or accessories) referred to in paragraphs 1 and 2 of Circular 31 of the 'Division of Customs and Insular Affairs' of the War Department (order No. 159, from these headquarters), which Department exercises direct jurisdiction over the customs-houses of this island, shall be free from penal action in any and all cases wherein they may turn State's evidence, provided they be declared as such to the proper court by the military governor.

"II. The legal effects of this order, as favoring the criminal, shall be retroactive."

ADNA R. CHAFFEE,
*Brigadier-General, Chief of Staff.*

Prior to the issuance of this order by General Wood, which applies to customs cases only, a "witness for the State," in the sense as applied to Reeves, was not known in law in Cuba; hence the pardon of Reeves as "a witness for the State in the post-office cases" is a remarkable exhibition of official jugglery.

In this connection I call attention to Reeves's testimony of about January 7, 1902, where he exercised his rights as a defendant and declined to answer certain questions relative to the forged warrants named in Exhibit No. 25.

Reeves exercised his rights as a defendant under the provisions of article 398 of the Spanish law and of military order No. 109, dated July 13, 1899, as follows:

**Exhibit No. 61.**

*Article 398, Spanish law.*

No oath shall be administered to the defendants, and the judge shall only ask them to tell the truth, and shall inform them that they ought to answer in a precise, clear, and truthful manner the questions that may be asked of them.

No. 109.] HEADQUARTERS DIVISION OF CUBA,
*Havana, July 13, 1899.*

The military governor of Cuba directs the publication of the following order:

"IV. No person accused of crime shall be compelled to testify or make any statement in his own case, either before the examining judge or the court in oral and public trial," etc.

By testifying as a defendant, as he did, Reeves was fully protected against a charge for perjury if he testified falsely.

That Reeves was a defendant in the post-office cases is clearly established in Exhibit No. 15 (p. 36), which is a copy of the "Accusacion." He could not be a defendant and a "witness for the State" at the same time.

Some months prior to the beginning of the trial of the post-office cases Secretary Root wrote a letter to General Wood, ordering him, in effect, to separate my case from that of Neely and Reeves, stating in substance that I could not be tried upon charges which had not been included in the original indictment, which instruction was not obeyed by the military governor. While Wood claimed that he did not receive the letter, the Secretary of War read a press copy of it to Wood in the presence of Senator Hanna soon after it was written.

On June 7, 1902, the Cuban Congress passed a bill of general amnesty to all Americans, which ended the matter so far as the Cuban courts were concerned. Not being satisfied with this disposition of the matter, I went to the United States and sought relief from the Congress of my own country by petition, asking for a thorough and exhaustive investigation into all of my acts in Cuba in connection with the office to which I was assigned under the authority of the

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United States Government; the methods employed to secure my conviction, to the end that the truth may be discovered, the ends of justice secured, and that I be relieved from the unjust aspersions cast upon my character, and that the United States be relieved from the odium of a judgment given by a court which was dominated and controlled by the military governor.

**Exhibit No. 62.**

[Senate Document No. 440, Fifty-seventh Congress, first session.]

*Petition of E. G. Rathbone, praying Congress to investigate his acts while director-general of posts of Cuba.*

WASHINGTON, D. C., *June 26, 1902.*

*To the Congress of the United States:*

Your petitioner respectfully represents that he is 53 years of age, and a citizen of the United States; that late in the year 1898, as an appointee of the Post-Office Department of the United States, he went to Cuba in the capacity of director-general of posts of Cuba; that while acting in such capacity in Cuba, and while that country was governed by the United States, he was accused of high crimes and misdemeanors in connection with such office in the year 1900, resulting in his being arrested and put upon trial for such alleged crimes and misdemeanors, which resulted in his conviction and sentence for a term of imprisonment and fine, in April, 1902. Later he was released under a general amnesty act to all American citizens by the Cuban Congress.

Your petitioner respectfully requests the United States Congress to direct that a thorough investigation be made by a committee of its members, or otherwise, into all of his acts and doings in Cuba in connection with the said postal service, to the end that all the facts may be known and the truth established.

Your petitioner bases this petition upon the ground that whenever the Government of the United States assigns one of its citizens to public service in a foreign land and in the course of the performance of his official duties in that foreign service he is accused of high crimes and misdemeanors, it is the duty of the Government of the United States to see that he has a fair and impartial trial under usual and regular rules of judicial procedure.

He should not be subjected to trial by arbitrary and unusual methods of procedure, contrary alike to the laws of that country and the fundamental principles of justice.

He should not be sentenced to severe and unusual penalties without the right of appeal to the Government of his own country for relief and protection.

Your petitioner further represents that he was improperly tried, unjustly convicted, sentenced to unusual and severe penalties, and as a new trial can not now be had, because of the amnesty by the Cuban Government, which new trial, under uninfluenced conditions, would bring out all the facts, your petitioner submits that, as a citizen of the United States he is justly entitled to a full, fair, and impartial investigation by the Congress of his own country.

Your petitioner makes the following statement of the reasons for this application:

The proceedings which led to his conviction were not judicial proceedings, but were special proceedings, directed and controlled by a person or persons (or an authority) by whose orders such courts were established and controlled, and who, in violation of law and established rules of judicial procedure, issued orders, instructions, and communications to the courts by whom your petitioner was tried, from time to time, during the progress of the trial, and so influenced and dominated these tribunals as to thwart the purposes of justice and inflict a great wrong upon your petitioner.

Ex parte evidence was admitted to the trial, consisting of ex parte depositions taken in the United States on behalf of the prosecution, at the taking of which neither the petitioner nor his attorneys had opportunity to be present or cross-examine the witnesses, and the trial court refused to summon witnesses in his behalf, in violation of Article VI of the bill of rights, amendment to the Constitution of the United States; that his attorneys were not given proper time to prepare the defense, and that evidence vital and material to his defense was withheld; and that the principal witness of the State, and practically the sole

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witness against him, was not sworn upon the trial. His testimony was not given under oath. This witness testified as a defendant.

Your petitioner further represents that under the laws of Cuba a defendant in a criminal trial is not required to be sworn or put under the sanction of an oath. He can not be punished for perjury if he gives false testimony. This witness was convicted under the same proceedings as your petitioner, and afterwards was pardoned as a "Witness for the State in the post-office cases," when in fact he was not declared a witness for the State as required by law, but was a defendant in the case. This witness took advantage of his position as a defendant to escape liability for perjury if he gave false testimony. He took advantage of his position as a witness for the State to secure a pardon.

In view of these and other reasons, your petitioner requests Congress to make a thorough and exhaustive investigation of all of his acts in Cuba in connection with the office to which he was assigned under the authority of the United States Government, the methods employed to secure his conviction, to the end that the truth may be discovered, the ends of justice secured, and that your petitioner may be relieved from the unjust aspersions cast upon his character.

And your petitioner will ever pray.

E. G. RATHBONE.

I submit that Exhibits Nos. 8, 9, and 10, p. 25, make it plain that I was an officer of the United States detailed to duty in Cuba, and that I was amenable to the authority of the Postmaster-General of the United States *and to no other authority*. Note the language of paragraph 1, section 1, of the Postal Code, to wit:

The director-general of posts of the island of Cuba, appointed by the Postmaster-General and *subject to his authority*, shall have control and management of the department of posts.

I submit also that Exhibit No. 27, p. 106, contains incontrovertible evidence that the military governor gave orders to the courts in the postal cases in violation of law. How many other orders he gave that are not of record is not known. That he had full authority to appoint and remove the judges of the various courts and its officers no one will dispute, neither will they dispute that he on various occasions exercised that authority and did remove judges and other officers of the court.

I insist that I was improperly tried, unjustly convicted, and sentenced to unusual penalties; that I was subjected to trial by arbitrary and unusual modes of trial, contrary alike to the laws of Cuba and the United States and the fundamental principles of justice; that the statements which I have made in this matter, based upon records which I have produced, bear me out in the following assertions:

I. The proceeding which led to my conviction was not a judicial proceeding at all in any proper sense of the term. It was a special proceeding directed and controlled by the military governor, who issued orders, instructions, and communications to the police magistrate and the trial court from time to time according to the exigencies of the case.

The military governor issued orders to the police magistrate (judge of instruction) before whom the charges were first brought, directing the amount of bail which should be fixed for persons arrested in the case and directing him to accept as bondsman the consul of Denmark. (See Exhibit No. 27, order dated May 17, 1900, p. 106.) The police magistrate, under the Cuban law, was the sole judge of the amount and kind of bail. The consul of Denmark was a nonresident and not eligible under the law to be a bondsman.

The military governor summoned the police magistrate to the

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palace by a messenger in order that he might be informed of certain facts which the governor thought he ought to know. (Exhibit No. 27, p. 106.) He directed the chief of police and the magistrate not to arrest Reeves until he (the military governor) gave permission to do so. Later he gave such permission. (Exhibit No. 27, orders dated May 29 and June 1, 1900, pp. 107, 108.) He overruled the decision of the trial court (audiencia) in reference to the granting of an extension of time to the defendants to prepare their answers. (Exhibit No. 27, order dated November 12, 1901, p. 108.)

The military governor, by letters of instruction communicated to the trial court through the secretary of justice, authorized the use as evidence in the case of ex parte depositions taken in the United States on behalf of the Government. (Exhibit No. 27, military orders to the audiencia, dated November 14 and December 6, 1901, pp. 108, 109.)

I considered myself aggrieved by these orders and letters of instruction communicated to the court. In my opinion they prejudiced my position before the court. I believe that they created the impression in the minds of the judges that the military governor desired the conviction of the defendants. The courts of Cuba were part of the military government of Cuba. They were created by the military governor. Their judges were appointed by the military governor and were removable at his pleasure. As an evidence of the extent of the actual or assumed authority of the military governor over the courts, I respectfully draw your attention to order No. 99, dated April 12, directing that the judges appointed by the military governor prior to May 20, 1902, shall be irremovable (p. 137).

I draw your attention to the fact that these acts of the military governor were in direct violation of the Spanish Penal Code in force in Cuba. This Penal Code was published by the War Department as still in force in Cuba in July, 1900.

ART. 387. The administrative or military official who shall give orders or intimations to a judicial authority relating to causes or questions in controversy whose cognizance or decision is of the exclusive competency of courts of justice shall incur the penalties of suspension in its minimum and medium degrees and a fine of from 625 to 6,250 pesetas. (Translation of the Penal Code of Cuba, published by the War Department July, 1900.)

In view of this section of the Penal Code of Cuba, it appears to me incontrovertible that one of two things ought to be done—either the acts of the military governor ought to be disavowed or the military governor ought to be subjected to the penalties provided by the Penal Code, which he was sent to Cuba not to violate, but to enforce and obey.

There is another point to which I wish particularly to call your attention in this connection, because of its character and public importance. The military governor authorized the admission in evidence of ex parte depositions taken in the United States on behalf of the Government. The fact that their use was authorized by the military governor is established by two letters of instruction or military orders, sent by the military governor to the trial court through the secretary of justice. Copies of these letters of instruction are shown in Exhibit No. 27, pp. 108, 109. I understand that the letter of instruction dated November 14, 1901, originated with or was inspired by the Secretary of War. It contained a careful and correct statement of the law in regard to the use of ex parte depositions. It was

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repealed by an order of the military governor, dated December 6, 1901, but the existence of this repealing order was not known to the defense until February 4, 1902, after the trial had been in progress thirty days, and then its existence became known to the defense after vigorous protests by my attorneys against the use of ex parte evidence.

It is difficult to conceive of any justification for this second letter of instruction, dated December 6, 1901, p. 109, on which date General Wood was in Washington.

In my opinion and that of everyone connected with the case, these letters were intended and communicated as instructions from the military governor to the court, and were so accepted by the court.

I submit that the mere authorization of the use of ex parte testimony by the military governor, or his consent to its use, is a disgrace to American administration of justice in Cuba. The use of such ex parte testimony in criminal trials was deemed by our ancestors such a violation of the fundamental principles of justice that they prohibited it in our constitutional "bill of rights," as follows:

> In all criminal prosecutions the accused shall enjoy the right to a speedy and public trial by an impartial jury of the State and district where the crime shall have been committed, which district shall have been previously ascertained by law; to be informed of the nature and cause of the accusation; *to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor*, and to have the assistance of counsel for his defense. (Amendments to the Constitution, Article VI.)

I applied for witnesses to be summoned in my behalf, and it was denied in violation of article 6, amendment to the Constitution.

II. I did not have sufficient time within which to prepare for trial on the charges upon which I was finally tried and convicted. I was tried and convicted upon charges graver than those upon which I had been originally indicted.

I was originally indicted only upon charges of keeping a coachman and footman at the expense of the postal revenues, appropriating the proceeds of two warrants of $500 each, drawing an unauthorized per diem allowance in addition to my salary, including improper items in the accounts of my expenses for my trips around the island of Cuba and to the United States, appropriating to my own use an unexpended balance of an expense fund amounting to $74.55, and for criminal negligence in the management of the department of posts, the latter being an offense not known in the postal code under which I was tried.

After the proceedings before the police magistrate (judge of instruction) were closed and the record of the proceedings together with the indictment sent to the trial court (audiencia), the prosecution filed a new accusation in the nature of an amended indictment in which in addition to the charges contained in the original indictment a charge of a much graver nature was made. In other words, the indictment was amended in the trial court. Prior to this amendment the Secretary of War had written a letter of instruction to the military governor to the effect that I could not be tried upon charges which had not been included in the original indictment. The Secretary of War read this letter of instruction to the military governor in the presence of Senator M. A. Hanna. No such instructions appear in the many communications from the military governor to the court giving instructions in regard to the trial of the case.

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The new charge in the amended indictment was conspiracy with Neely and Reeves to defraud the postal revenues. This amended indictment was dated October 12, 1901, and was served on me or my attorney October 22, 1901. The defendants had twenty days within which to file their answers to this amended indictment. At the end of this time we made application to the court for an extension of time, which was denied. Upon the application of Neely the military governor directed an extension of time for him of ten days more. (See Exhibit No. 27, date of November 12, 1901, p. 108.)

My attorneys claimed that it was absolutely impossible for them to properly prepare an answer to this amended indictment within that time. The amended indictment was based upon testimony which covered from 7,000 to 10,000 pages of testimony and probably 1,000 or 2,000 documents, some of which are voluminous. It may be urged that my attorneys had an opportunity to examine this testimony and those documents, as they were gradually accumulated by the Government for a year and a half prior to the date of the amended indictment. As a matter of fact, they had not examined this record, because they had no occasion to do so. They had no reason to examine this testimony and those documents, because they had no knowledge of the intention of the Government to bring the new charge of conspiracy with Neely and Reeves against me, based upon this testimony and these documents. The testimony was immaterial, irrelevant, and inadmissible in evidence against me if I had been tried only upon the charges upon which I had been originally indicted.

III. I objected to the trial on the further ground that Reeves, the principal witness for the State and practically the sole witness against me, was not sworn upon the trial. His testimony against me was not given under oath.

At the trial Reeves testified as a defendant. Under the law of Cuba a defendant in a criminal trial is not required to be sworn or put under the sanction of an oath or affirmation.

He can not be punished for perjury if he gives false testimony. He may decline to answer any question arbitrarily. This latter right is similar to our right to object to a question upon the ground that the answer will tend to incriminate the witness. My attorneys claimed at the trial that Reeves was *actually a witness for the State*, and that he had been *promised a pardon* by the military governor as an inducement for *turning State's evidence.*

Reeves was pardoned by the military governor by an order dated April 21, 1902. In this order Reeves is pardoned as a "witness for the State in the post-office cases." I quote in full the language of the pardon:

> Full pardon is hereby granted to William H. Reeves, witness for the State in the post-office cases, of the sentence and fine imposed upon him by the audiencia of Habana.

In view of the character of Reeves's testimony, I submit that this objection to the trial is a very serious one. On the trial he gave testimony which flatly contradicted testimony previously given by him under oath. His testimony at the trial, not given under the sanction of an oath, was admitted in evidence, although it was in direct contradiction to previous testimony given by him under oath in the preliminary prosecution of the case.

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Reeves was not declared or sworn as a State witness. He took advantage of his position as a defendant to escape any liability for perjury if he gave false testimony. He took advantage of his position as a witness for the State to secure a pardon.

IV. I object to the character and sufficiency of the evidence upon which I was convicted. My conviction on all the charges, certainly on the serious ones, rests upon Reeves's testimony, which is practically unsupported by corroborating testimony and fully contradicted by the testimony of both myself and Neely.

Reeves's story briefly stated is that Neely made an agreement with him (Reeves) to defraud the postal revenues in various ways and that Neely told him that I was a party to the fraud. Reeves endeavors to fasten guilty knowledge of this conspiracy on me by testifying to certain obscure statements made by me in chance conversation which Reeves understood to refer to the fraudulent character of the accounts of Reeves and Neely and an approval of their frauds. I deny the statements of Reeves as to my admissions and deny all knowledge of the frauds or participation in them. Reeves's testimony is also contradicted by Neely, both in reference to himself and in reference to myself.

It is submitted that the testimony of Neely is quite as credible as the testimony of Reeves. Reeves is a confessed forger, embezzler, and liar, if not technically a perjurer. He has confessed that in connection with the performance of his official duties as chief of the bureau of postal accounts and later as auditor of the department of posts in Cuba he issued duplicate warrants for payments out of the postal funds; forged the signatures and indorsements of the payees named in some of the warrants (p. 101); knew that the amounts represented by those fraudulent and forged warrants were stolen from the postal revenues, and shared in the proceeds of the thefts. He had confessed that he signed false certificates in regard to the destruction of surcharged stamps for the purpose of defrauding the postal revenues of further sums of money in which he was to share. He has confessed that he audited and approved accounts which he knew to be false and fraudulent and that he did so for the purpose of sharing in the proceeds of thefts from the postal revenues of which he had official charge.

On the testimony of Reeves and Neely alone there would seem to be a "reasonable doubt" of my guilt. If we add the testimony of myself in my own defense, there appears to be no foundation for my conviction, unless it is the police doctrine that every accused man is a criminal until he is proven innocent.

I submit further that it was clearly shown at the trial that I had no criminal connections with the forging and appropriating of the proceeds of the warrants named in Exhibit No. 25 (p. 40), for which I had been accused, and the fiscal withdrew the charges during the trial. I was accused of other offenses which at the trial were proven to be untrue.

In making this presentation to the committee it has been my endeavor to make few if any statements that are not supported by a record.

ESTÉS G. RATHBONE.

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*Review of statement of Mr. E. G. Rathbone, praying Congress to investigate his acts while director-general of posts of Cuba.*

MEMORANDUM OF SENATOR PLATT.

Mr. Rathbone claims that General Wood ordered his arrest by cable from the United States, and fixed his bond at $25,000 cash, American gold.

That at the time of his arrest he was charged with malversation of public money to the extent of $4,048, cashing two warrants of $500 each, collecting per diem besides his salary, expenses of trip around the island and to the United States, and the misappropriation of $74.55; that there was appointed a board of experts; that by law he had the right to name one member of the board; that he was not asked to do so; that the use of their testimony was in violation of law.

That when the indictment was filed in the trial court it contained a charge of conspiracy with Neely and Reeves, and other matters which were not in the original charge.

He claims that items of expenditure of which he was accused criminally are of the same character as items of expenditure by the military governor and his subordinates, who, in some instances, bought them from John Wanamaker and applied them to the same uses.

That on his trial he had but twenty days to formulate answers and defense to the additional charges; that he applied for time, which application was denied; that there was evidence in records and correspondence to refute many of the charges made against him, but that he had no time to examine them; they were voluminous.

The court first granted the request for additional time, but upon conference between the fiscal, Fosnes, who was director-general of posts, and Wood the court reconsidered and denied the extension of time.

That Neely's attorney asked for time, and it was granted by military order of General Wood, and thereupon his attorneys withdrew. He was asked to name another attorney, who accepted upon condition that he be given proper time for examination of papers and preparation of defense, but the court assigned an attorney and granted one hour for consultation. He declined to accept the attorney, who did not speak English. His attorney, after the first day, took up the case again at his request.

That the military governor was giving orders, instructions, and intimations to the court, in violation of the statute; that he asked for witnesses, and that the court refused to summon them.

That ex parte depositions were allowed against him, some of the witnesses being in Habana the day the depositions were read.

That one witness, Frederick E. Smith, charged $24.50 per day for twenty-two days ($935), $186.40 for expenses, and was not sworn, but his deposition read.

That while he was charged with illegally collecting pay for a bottle or two of Apollinaris, Exhibit No. 31 shows a case of Apollinaris used by General Wood on official trip, paid out of insular funds.

He criticises General Wood in the matter of allowance of vouchers



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as to his own accounts. Submits exhibits showing errors in General Wood's accounts.

That letters and telegrams between him and officials of the United States were withheld, so that he could not produce them in court; that his official papers were seized, no receipt given, and he denied access to them; that he was convicted and an appeal taken; that he was arrested, put in prison, and bail denied upon the ground that some one told the court that he was trying to escape. Applied for habeas corpus—supreme court fixed bail at $100,000; that the bond of the Fidelity and Deposit Company was refused and gold demanded. A further hearing decided that surety company's bond should be accepted; remanded case—held bond should be recorded as a deed; supreme court decided adversely on that; dilatory tactics employed, so that eight or nine days were taken, he remaining in jail; that the President granted order, resulting in Secretary of War issuing instructions to General Wood to amend the laws of Cuba, in effect providing for new trial. Immediately asked for the detention of witnesses to be heard on new trial, but court did not detain the witnesses.

The change of law was not published, and so did not become effective until 11.30 p. m., May 19, 1902, so that the court had only one-half hour to consider petition for detention of witnesses, as American occupation ended on May 20, at noon, which day was declared a legal holiday, consequently court did not sit. Witnesses left on the afternoon of May 20.

Reeves was pardoned April 21, that he might be a witness for the State, as is claimed, without authority. Reeves could not be prosecuted for perjury if he testified falsely.

Root instructed Wood to separate Rathbone's case from that of Neely and Reeves; instruction not obeyed by Wood, who claimed he did not receive letter, but alleged that Secretary of War read press copy of letter to Wood in the United States.

(See Rathbone's summing up, under heads 1, 2, 3, and 4.)

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**REPLY OF BRIG. GEN. LEONARD WOOD, U. S. ARMY.**

WASHINGTON, D. C., *March 18, 1903.*

SIR: I have the honor to transmit to you herewith my general reply to the statement of Mr. E. G. Rathbone. This reply covers some 65 typewritten pages, and is signed on each page, and the entire statement certified to.

I received yesterday afternoon statements from the president of the audiencia of Habana, Mr. Carlos Ortiz, and the former secretary of justice of the island, Mr. Jose Varela, who is at present a justice of the supreme court; the statement of the fiscal or prosecuting attorney, Mr. Arturo Hevia, at present a judge in the audiencia of Habana; also a copy of his argument before the court for a reversal of the order to produce the papers of the post-office department for the period subsequent to Mr. Rathbone's relief as director-general of posts.

All these statements are submitted in the original Spanish, accompanied by carefully made translations by Mr. Joanini, official translator of the Insular Bureau, War Department.

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Also an affidavit of Mr. Frank Steinhart covering the matter of his visit to Mr. Rathbone under my instructions, and the statement of Mr. H. T. Gregory, special post-office inspector, who was intimately connected with the post-office cases from the beginning to the end.

I invite special attention to these documents, which are attached as exhibits. They refute completely practically every charge made by Mr. Rathbone, and disclose the specious and dishonest character of his appeal to your committee.

In conclusion I have the honor to reiterate and enlarge upon the statement made in my general reply, viz, that I, as a public officer, have been charged with serious misconduct by one E. G. Rathbone, recently convicted and sentenced for serious crimes and misdemeanors. His charges have been referred to me by your committee for reply.

In addition to the reply, which I submit to you herewith, I desire to state that I am willing and anxious to appear before your committee and have this matter gone into most thoroughly, in order that you may satisfy yourself as to the conditions actually existing.

The principal witnesses in the post-office cases are in this city to-day and are and will be accessible at any time your committee may desire their attendance.

I leave for the Philippines on the 28th day of March, and feel that I am entitled to have this matter entirely cleared up before my departure.

Very respectfully,

LEONARD WOOD,
*Brigadier-General, U. S. Army.*

Hon. O. H. PLATT,
*Chairman Senate Committee on Relations with Cuba,*
*Washington, D. C.*

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WASHINGTON, D. C., *March —, 1903.*

SIR: I have the honor to acknowledge receipt of a copy of a request for an investigation, submitted to your committee by Mr. Estes G. Rathbone, late director-general of posts of Cuba, setting forth various alleged acts of injustice toward him and irregularities in the conduct of his trial by the authorities and courts of Cuba, especially the military governor and the justices of the criminal section of the audiencia of Habana, who constituted the trial court of the post-office cases.

The complaint is diffuse and contains much material which appears to me to be irrelevant. The complaint as submitted to me contains 53 typewritten pages and exhibits numbered from 1 to 62, inclusive, except No. 28, which is absent.

In reply to the statements made by Mr. Rathbone in his petition to your committee for an investigation I shall take them up as nearly as possible in the order in which they are made.

First. Mr. Rathbone states that it was the duty of the Government of the United States to secure for him a fair and impartial trial under the usual and regular rules of judicial procedure for the official acts performed under his appointment, direction, and authority.

In answer to this I state that he was given an absolutely fair and

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impartial trial under the usual and regular rules of judicial procedure in force in the island of Cuba.

Mr. Rathbone states that he was subjected to trial by arbitrary and unusual modes of trial contrary alike to the original laws of Cuba and the fundamental principles of justice.

My answer is that Mr. Rathbone was not subjected to trial by either arbitrary or unusual modes of trial contrary alike to the laws of Cuba or the fundamental principles of justice.

I do not know what he means by the "original" laws of Cuba. Cuban laws have undergone little modification as far as the criminal code is concerned. The principal changes have been in the procedure, and these changes have been inaugurated to give every protection to the accused and obviate unnecessary delays in the preliminary and final judicial proceedings.

Mr. Rathbone states that—

> The proceeding which led to my conviction was not a judicial proceeding, but a special proceeding directed and controlled by the military governor, who issued orders, instructions, and communications to the court from time to time according to the exigencies of the case.

This statement I deny in toto, and declare that the proceeding was a strictly judicial proceeding and in no way directed or controlled by the military governor in any sense other than that in which as the responsible head of the military government he had to assume the responsibilities incident to his position. The orders and instructions communicated to the court in no way prejudiced the case of Mr. E. G. Rathbone, but, as will be shown, in almost every instance were directly to his advantage.

Mr. Rathbone states:

> He dictated the amount and character of bail which should be fixed in my case in violation of law.

I state that I did not direct the amount or character of bail. I did, as will be subsequently shown, in one instance suggest that the bail should be no less than a certain amount. The suggestion was made in a telegram to my adjutant-general, and by him submitted as a suggestion only to the department of justice.

I was at this time in New York, and the preceding day, while in Washington, had had a long conversation with the Secretary of War relative to the post-office cases, and had stated that Mr. Rathbone was implicated and that I believed his arrest should not be longer delayed. The Secretary was at that time going over the report of Mr. Bristow, Fourth Assistant Postmaster-General, who had just completed an extensive investigation of the post-office department of the island, under orders of the Postmaster-General. The Secretary, Mr. Root, called me up by telephone and said that in view of the evidence he felt that Mr. Rathbone should no longer be allowed at liberty, and that he should be arrested and placed under sufficient bail. He directed me to take steps accordingly. I telegraphed that night from Ardsley station to the adjutant-general, Col. H. L. Scott, as follows:

ARDSLEY ON HUDSON, *July 27, 1900.*

Colonel SCOTT, *Adjutant-General, Habana:*

Direct Rathbone's arrest by proper authorities at once. Bail should be at least $25,000. Under no circumstances permit his escape before arrest by court. Developments here render this action imperative. Present official copy of this telegram to the court.

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The next morning the following telegram was sent to Colonel Scott:

NEW YORK, *July 28.*

SCOTT, *Adjutant-General, Habana:*

Telegram sent you yesterday in reference to postal cases was not intended to be mandatory upon the judge as to amount, but a suggestion based upon the gravity of the situation here. Sail this morning.

WOOD.

July 28, 1900, the adjutant-general, Division of Cuba, sent a letter through the department of justice to the fiscal or prosecuting attorney of the audiencia of Habana, to inform the judge of the Cathedral district that he was at liberty to proceed in the Rathbone case under all charges under Cuban law and the Postal Code. The situation was as follows: Prior to my departure for the United States the department of justice had informed me that the evidence against Mr. Rathbone was such as to warrant his immediate arrest, but that they did not care to serve the warrant without previously advising me. I requested that the warrant not be served until I had presented the situation to the authorities in Washington, and it was for that reason alone that Mr. Rathbone was not arrested prior to my departure, and it was for the purpose of withdrawing that prohibition that the telegrams above referred to were sent. I desired to explain the matter fully to the Washington authorities, in order that they might be prepared for the events which were to follow. Mr. Rathbone had been for a long time under police surveillance in order to prevent his escape. I did not want him arrested until all doubt had been removed, and although I had been informed by Colonel Burton and by special post-office inspectors, Mr. M. C. Fosnes, Capt. W. B. Smith, and Mr. H. T. Gregory, who arrived May 16, 1900, and Gen. J. L. Bristow, Fourth Assistant Postmaster-General, who arrived May 19, accompanied by Messrs. F. M. Hamilton, C. M. Walters, W. R. Keys, and J. R. Harrison, that there was no doubt of Mr. Rathbone's guilt, still I did not want him arrested until the whole matter had been laid before the Secretary of War, and it was after considering my verbal report and the report of General Bristow that the Secretary sent me the telephone message above referred to. Had matters taken their usual course Mr. Rathbone would have probably been arrested early in July. The whole procedure in this particular instance was to delay action concerning him until there was absolutely no doubt as to his being involved in the embezzlement and irregularities.

June 1 a letter was sent Mr. Rathbone in substance as follows:

"Informing him that his presence will be required as a witness at the coming trial of Neely, and that it would also be required during the coming week in connection with the examination now being made of the department of posts. Also that it was apparent that his presence is imperatively required in Habana until the present examination of the department has been completed and until the question of his financial responsibility as representing the disbursement of public funds has been satisfactorily determined; that this information was sent him in order to prevent any misunderstanding of the situation, as it had been reported that he intended leaving Cuba on Saturday, June 2, 1900."

The police surveillance under which Mr. Rathbone was subjected was the detective bureau of the city of Habana. The men were not

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in uniform, and every effort was made to avoid publicity as much as possible or any unnecessary humiliation.

Mr. Rathbone states:

I did not have a fair and impartial trial.

This has already been answered above.

Mr. Rathbone states:

By letters of instruction communicated to the trial court he authorized the use as evidence in the case the ex parte depositions taken in the United States on behalf of the Government.

This statement is entirely misleading. The use of ex parte depositions was prohibited for a time under instructions of the Secretary of War, which were issued on a statement from the accused or his counsel or friends—I don't know which—that Mr. Rathbone had not had an opportunity to submit cross-interrogatories, etc. When it was shown that he had been given this opportunity, and that such interrogatories were admissible under the code in force, the prohibition was withdrawn. The action taken in prohibiting the use of these letters and the withdrawal of this prohibition were in each instance under instructions from the honorable the Secretary of War, after due consideration of the facts.

Mr. Rathbone states (p. 2):

Illegal evidence was used against me, notably hearsay and ex parte affidavits.

I answer that the case was tried in open court. Mr. Rathbone was defended by the ablest lawyers in Cuba. They were familiar with both Spanish and English, and it is highly improbable that a court composed of five judges would have permitted the introduction of such evidence, or that the lawyers of Mr. Rathbone would have tolerated it.

Mr. Rathbone says (p. 2):

Witnesses were not summoned in my behalf, in violation of article 6, amendment to the Constitution.

I do not know exactly to what he refers. Article 6, amendment to Constitution, did not apply in Cuba; but presume it is the request for witnesses for the hearing before the supreme court.

This matter will be dealt with later. It is only necessary to say that no request was received from the court for the detention of these witnesses, and that the request of Mr. Rathbone's lawyers was made just prior to the withdrawal of our Government, when it would have been difficult for me to have effected the detention of civilians in Cuba beyond the period of my jurisdiction and authority. Moreover, all the witnesses requested were in the Government service and would have been returned to Cuba to be present at the hearing before the supreme court, where most ample provision had been made for a rehearing of this case, which rehearing would have been subsequent to the transfer of Government and after the establishment of the Cuban Republic. It should be remembered, however, in considering this complaint, that Mr. Rathbone did not avail himself of the privilege of appearing before the supreme court.

Mr. Rathbone states (p. 2) that the courts were part of the military government.

So they were. Courts are a part of all civilized governments.

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He says (p. 2) that the military governor had full authority to appoint and remove members of the judiciary at will.

He did; but they were never removed except for good and sufficient cause, and the removals during the entire four years were comparatively few.

Mr. Rathbone states (p. 2):

> By official orders and acts the military governor discriminated against me in the matter of my official accounts.

I reply that this statement is not correct, and in answering it I will include an answer to the three complaints which follow in order.

The whole question at issue in the matter of many of Mr. Rathbone's expenditures, especially those expenditures for his personal comfort and well-being, including certain expenditures for purposes tending in a way to the performance of his official duties, such as carriages, etc., turns upon the fact that Mr. Rathbone made the appropriations for these purposes without any specific or proper authority therefor. Such was the judgment of the auditors who went over these accounts, of the Fourth Assistant Postmaster-General, Mr. Bristow, who made a most thorough investigation, and such was the testimony of the Postmaster-General in answer to an interrogatory; but the substance of these four complaints which this answer covers is of no real importance from the standpoint of Mr. Rathbone's petition, as he was not convicted under any of them. I have always believed that Mr. Rathbone's expenditures, while foolish and extravagant, because there was nothing in his position which necessitated them, were not criminal in the strict sense of the word, and while I sustained the decision of the Auditor disallowing these accounts, my decision was based upon the fact that Mr. Rathbone claimed, and he based his petition for reversal of the Auditor's findings upon the general declaration that he had full authority to appropriate the money from postal funds and make the disbursements in question. He was not able to produce anything which the Auditor could accept as authority for such action, and after careful consideration I sustained the action of the Auditor in nearly all cases.

My disposition toward Mr. Rathbone, however, was illustrated by the occurrence which is referred to further on. Feeling that these disbursements were largely the result of extravagance and not criminal acts, I sent my chief clerk, Mr. F. Steinhart (who will be here in a few days and will gladly appear before your committee) to go to Mr. Rathbone and explain the grounds of disapproval, and to tell him that if he would submit a statement that he believed that he had the authority and that he had made these expenditures in good faith and believed them necessary and proper, and request approval of them, I would approve them. This was done in order to extend to Mr. Rathbone the most liberal treatment possible. He did not accept the proposition. The expenditures of other officials, which were of a character similar to Mr. Rathbone's, had been authorized by my predecessor, General Brooke, and they included furnishing a house at Matanzas for General Wilson and equipment of certain Government buildings for official use in Habana. These expenditures had been approved by the military governor, General Brooke, who had full authority to appropriate and disburse funds as he deemed proper.

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In conclusion, Mr. Rathbone, who is presumably entirely familiar with the sentence passed upon him, is perfectly aware that he was acquitted on all these charges and held criminally responsible only for those expenditures of public moneys for the expenses of his family while traveling about Cuba and in New York, and the injection into this petition of the statements referred to in this clause of his complaint would appear to be only for the purpose of misleading and confusing your committee and to create the impression that he was convicted of expenditures tolerated in others.

Mr. Rathbone states (p. 2) that he was arrested on the charge of malversation of about $4,000, etc., of public funds.

I was arrested on the charge of malversation of about $4,000. Further charge was unlawful and contrary to the order of the Secretary of War.

This is contrary to fact. (See memoranda of Mr. H. L. Gregory, post-office inspector, hereunto attached.)

I was charged with conspiring with Neely and Reeves to defraud the Government of more than $100,000, and I was held for trial and unlawfully convicted of conspiracy.

This charge is wholly contrary to fact. The only interest displayed by the Secretary of War in the form of charge was that he apprehended lest by including all three—Reeves, Rathbone, and Neely—in a conspiracy charge, we might fail to convict some of them; that conspiracy could not be proved, and, judging from the standpoint of American law, all would go free. (See Exhibit No. 2.)

When the fiscal explained the procedure in a conspiracy charge under the civil code, the Secretary withdrew his objection, and the trial proceeded on the lines laid down by the prosecuting attorney, who conducted the case strictly under the law and procedure in force in Cuba. (See copies attached of correspondence.)

Here again is an attempt to misrepresent and distort facts.

Mr. Rathbone states (p. 3):

I was convicted of conspiracy upon the uncorroborated testimony of an alleged coconspirator, W. H. Reeves, who was a defendant upon trial for the same charge and who was a confessed forger and embezzler.

This statement is absolutely contrary to the facts, as will be shown in the sentence of the court, which is hereto affixed and marked "Exhibit A."

I shall make no attempt to comment upon the correspondence between the Postmaster-General and Mr. Rathbone relative to his appointment, or the correspondence between Mr. Perry S. Heath and Mr. Rathbone, relative to Neely. All these matters are immaterial. Nor will I discuss his forming an auditing bureau or his reference to Mr. Lawshe, or matters in his complaint other than his direct charges against the military governor and his officials. All this matter, in my opinion, is irrelevant, has little or no bearing on either the case or the complaint.

The alleged burning of the stamps will not be discussed, as it was gone into fully and publicly during the trial, and this result is embodied in the sentence of that court.

There is in the body of this correspondence a reference to a man named Ramirez (p. 15), concerning whom Mr. Rathbone furnished a good deal of information.

My relations with Ramirez were as follows: During the early

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spring of 1900 Mr. Ramirez came to me with a note from Gen. Maximo Gomez, on whose staff he had served during the Cuban revolution. General Gomez's note was to the effect that Ramirez was an employee of the post-office department and in a position to know a great deal about the expenditures of the department; that he (Ramirez) had reported to General Gomez that Mr. Rathbone's personal expenses were extravagant and excessive, and that he, General Gomez, thought I ought to know about these things, as there was liable to be a scandal concerning the same sooner or later. Ramirez brought with him a statement showing the expenditure of a number of thousands of dollars for purposes which could well be considered as more or less personal in character. I had an extended conversation with him then and two subsequent interviews with him, all on the same subject. This was prior to the disclosure of the conditions in the post-office department which led to the flight of Neely and the arrest of his fellow-conspirators. Ramirez's statements were subsequently borne out by the records of expenditures found.

Mr. Rathbone refers, on page 17, to items purchased by him. These will be found in General Bristow's report hereunto attached, marked "Exhibit B."

Mr. Rathbone refers (p. 17) to telegram requesting auditor, etc. I requested the Secretary of War, May 5, that auditor and official be sent at once to take charge of the post-office department. They were sent and reported to me.

Mr. Rathbone states, on page 18 of his complaint, that "May 19 J. L. Bristow, Fourth Assistant Postmaster-General, arrived in Habana with a corps of ten or a dozen post-office inspectors," etc.; that he was excluded without warning from the department of posts on a written order of the military governor. The order was as follows:

E. G. RATHBONE,
*Director-General of Posts, Island of Cuba:*

I have the honor to inform you that after conferring with General Bristow and careful consideration of his instructions it has been decided that he is to take immediate and complete official charge of the department of posts for the island of Cuba. In this connection it is suggested that you abstain from visiting the department of posts, unless requested by General Bristow to do so.

The reasons for this action were as follows: Colonel Burton had reported on May 5 that Neely was a defaulter and that it was possible that other parties were involved, and circumstances had involved Reeves. Mr. Rathbone's entire actions had been suspicious. He had strongly opposed my cabling to have Neely arrested. When I learned of Neely's arrest and the seizure on him of something over $6,000, I asked Mr. Rathbone to come to my office, and when I informed him of Neely's arrest he was speechless and so overcome physically that he practically fell into a chair. I have never seen a more pronounced case of shock from emotion.

On May 16 Capt. W. B. Smith and a number of other special post-office inspectors arrived with letters of introduction to me from the Postmaster-General. Their instructions were to make a thorough investigation of postal affairs of the island. Many of them had known Mr. Rathbone and some of them had served under him, and they were all disposed to be friendly toward him. After a few days' investigation, Captain Smith, with one or two other inspectors, came to me and said that there was no doubt in their minds that Mr. Rath-

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bone was guilty; that they would like to have me send for him and in their presence let him know what their conclusions were, as they felt that he should be prepared to defend himself. Captain Smith was much affected, and I am sure was most depressed to find his former chief and friend involved. Mr. Rathbone was invited to come to the palace, and the conclusions of the inspectors were conveyed to him in their presence.

These were some of the reasons why the letter above referred to was sent to Mr. Rathbone. It should be remembered, however, that he had had full access to his records and correspondence for a considerable period of time subsequent to the commencement of Colonel Burton's investigation. Various important books of record were missing, and it was not deemed under the circumstances either wise or proper that Mr. Rathbone should have further access to these records of the department.

In reply to Mr. Rathbone's declaration on page 19, of his appeal to the effect that he was subject only to the authority of the Government of the United States, I would say that the Supreme Court of the United States decided that Cuba was a foreign country. Cuba was under the authority and control of the United States, but her laws continued in force. Mr. Rathbone, with many other American citizens, was eventually tried under the laws in force in Cuba, and the extradition of citizens of the United States to Cuba was repeatedly granted, which action by the Government of the United States shows that it considered the courts of Cuba were sufficiently enlightened and humane to try persons extradited, and acknowledged their power to do so.

General Bristow will reply to that portion of the appeal contained in the balance of the complaint as embodied on pages 19 and 20. It is irrelevant so far as the legality of the trial is concerned.

The complaint embodied on page 21 relative to the arrest has already been fully covered. The difficulties experienced by Mr. Rathbone in obtaining bond I am unfamiliar with, as I was absent from the island. The records in the office of the military governor show that the judge refused a bond offered by Mr. Francisco Gamba on the ground that he did not believe that Mr. Gamba was worth the amount. From the records it was evident that a complaint concerning the action of the judge was made to headquarters, as it is shown that Lieutenant Carpenter, aid-de-camp, was directed by the adjutant-general to make inquiries concerning the standing of Mr. Gamba, and that Lieutenant Carpenter's report was to the effect that Mr. Gamba was perfectly good for $25,000 or more; that this information was sent to the department of justice as indicating that the Government was perfectly willing to accept Mr. Gamba as surety for Mr. Rathbone; in other words, the military government went out of its way to assist Mr. Rathbone in the matter of securing bail.

The matter of the arrest of Mr. Rathbone has already been discussed and telegrams quoted with statement of facts in addition.

The court fixed Mr. Rathbone's bail at $25,000.

The balance of the complaint, embodied in page 21 of the petition, is a matter of which I know nothing, except from reports. This matter was thoroughly thrashed out in court. Mr. Rathbone was convicted of embezzlement of two warrants for $500 each, and acquitted of the balance.

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In reference to the charge embodied in page 22, I will answer that these are matters which came up for consideration in the trial, and that Mr. Rathbone was given every opportunity to establish his rights. Attention is invited to the statement of the fiscal, or prosecuting attorney, who represented the Government in the post-office cases, which answers these charges and which is hereunto attached as "Exhibit C."

Mr. Rathbone, as already stated, was acquitted of personal expenditures referred to on pages 23 and 24. Position of the military governor has already been stated, and as he [Mr. Rathbone] is perfectly aware of the fact that he was not convicted of any of these charges, it must be inferred that this matter is introduced for the purpose of misleading the committee and obscuring the real facts on which he was convicted and sentenced.

In reference to general statements on pages 23, 24, and 25, it is perfectly true that I bought furniture for the residence of the military governor, that I maintained carriages, and that I had many expenses incident to my official position which were made a charge upon the insular revenue. The material purchased was for strictly official purposes, and in the case of nonexpendable property was transferred to the Cuban Government.

It will be noted in Exhibit No. 17 that the articles purchased from funds island of Cuba were for repairs to furniture for public buildings, and in no instance for private residences, with the exception, perhaps, of certain purchases for furnishing the residence rented for the department commander at Matanzas from allotments made prior to my assuming, on December 20, 1899, the duties of the governor of the island. All other purchases are for public buildings, and materials purchased were transferred to the Cuban Government. Much which appears under the head of furniture was in the way of equipments for offices and purchases of transportation for the sanitary, engineer, and other departments, etc. These offices were for civil work, and were issued equipments and materials paid for from insular funds. These expenditures bear no relation whatever to expenditures for private residences or personal convenience. Mr. Rathbone was acquitted of the charge of criminality in the matter of drawing his $5 per diem after his salary had been increased to $6,500, and reference to it in his complaint is misleading. The charge was based upon the fact that the Postmaster-General claimed that he was not authorized to draw the per diem referred to in Exhibit 17. There is no item in this exhibit which can not be satisfactorily explained, and no item, as far as I know, which was not authorized by competent authority.

In reference to Exhibit No. 18, the reasons for sustaining the action of the auditor have already been given. (See p. 12 of this communication.).

Exhibit No. 19: Supplies for the palace, transferred to the Cuban Government.

Exhibit No. 20 is the pay roll of the palace, which includes headquarters and offices of the military governor and adjutant-general, aids-de-camp, etc. Part of the building was also occupied by the municipality of Habana.

The same is true of Exhibit No. 21.

Reference to Exhibit No. 22 is misleading. There was never dur-

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ing any year of the military occupation a surplus of revenues from the postal receipts. There was always a deficit, which had to be made up from general island funds. The within statement is misleading. During the last year the department was self-supporting to the extent of approximately 90 per cent. Under Mr. Rathbone's administration I do not think it came within 40 per cent of being self-supporting.

Exhibits Nos. 23, 24, and 25 are matters which were taken into consideration by the court and thoroughly discussed during the trial. I know nothing concerning them.

The matters contained on pages 26, to and including 28, are matters which were fully discussed in the trial, and some relate to charges of which Mr. Rathbone was acquitted.

Page 29. The question as to whether or not Mr. Rathbone was a candidate for civil governor seems to be entirely irrelevant.

I have no knowledge concerning the alleged denial of the court to grant Mr. Rathbone access to certain papers and records, etc. I deny absolutely, however, ever issuing any instructions, directly or indirectly, to the court or to anyone upon this subject.

In reference to the denial of extension of time in the Rathbone case by the court, this is a subject on which I am not informed. Attention is, however, invited to the attached statement of the fiscal or prosecuting attorney in the case.

In reference to the order for ten days' extension of time upon the Neely case for final hearing upon application of Mr. Alfredo Zayas, my recollection of the matter is as follows: Mr. Vionde had been employed by Neely as counsel, and he abandoned the case on account of important business and went to New York. Mr. Alfredo Zayas, a prominent lawyer, was employed to take charge of the case, and he asked for ten days to familiarize himself with it. This was granted. The order necessarily came from headquarters, as the matter was referred to me by the secretary of justice, who recommended that the extension demanded was just and equitable and should be granted under the circumstances.

Mr. Rathbone states that his application for extension of time was denied. To the best of my knowledge and belief this statement is misleading. Both he and his attorneys had had full access to all the papers in the case during all the preliminary stages of the trial. I can not say on what ground the court refused to grant the extension, but it was probably on the ground that there was no reason for delay.

Exhibit No. 27 contains various communications addressed to the judge of first instance during the preliminary proceedings (first three pages), during which time matters were in great confusion, and the secret service and special agents of the Government in various parts of the island were collecting evidence. The Government did not desire to proceed against certain individuals until it was ready. The judge of first instance, Ramon Baranaga, since dead, was manifesting great activity in these cases, and unless the Government had outlined to him its policy he would have made many arrests before the Government was ready to have them made.

The balance of the third page concerns Mr. Zayas and has already been covered.

On page 4 reference is made to the use of ex parte evidence. The ex parte evidence referred to was the interrogatory letters, which are admissible under the civil code, provided that the defense has had

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full opportunity to submit cross-interrogatories. Whether right or wrong from our standpoint, this is the practice under the civil code. The Secretary of War had received false information to the effect that the defense had not had access to the interrogatories, and his instructions were issued under that impression. When it was conclusively proved to him that they had had full access to these letters and had been afforded every opportunity to submit cross-interrogatories, and did submit a number, his prohibition as to the use of these interrogatory letters was withdrawn.

The statement on the last page of the exhibit relates to certain steps in this matter.

I took up the matter of the use of the interrogatory letters with the Secretary of War, addressing him the following letter:

WASHINGTON, *December 4, 1901.*

The honorable the SECRETARY OF WAR, etc.

SIR: I have the honor to acknowledge receipt of instructions prohibiting the use of interrogatory letters in the Neely and Rathbone cases, and to inform you that the instructions therein conveyed were immediately submitted to the court having jurisdiction in these cases. In this connection I have the honor to respectfully submit the following statement: The procedure employed in all that pertains to the interrogatories was in strict accordance with the laws and practice in force in Cuba, the country under whose laws these indicted persons are to be tried. The defense was afforded every opportunity to submit cross-interrogatories, and the interrogatory letters were submitted to them in order that they might submit the necessary cross-interrogatories. If they have failed to do this, the military government is not responsible, nor should, in my opinion, the evidence obtained by the Government in this matter be thrown out, as it is evidence which has been obtained by the prosecuting officer, who in this instance is the special fiscal in charge of the cases, proceeding in strict accordance with the laws and practice in force. If the evidence has been improperly obtained, or obtained in a manner at variance with the laws in force, or in such a manner as to constitute an injustice to the defense, the judges empowered to receive, accept, and judge the evidence will, no doubt, reject it, and the lawyers of the defendants will unquestionably insist upon such action being taken. There is, further, an appeal in these cases to the supreme court of the island. I strongly recommend that the court be permitted to judge in all that pertains to the admissibility of evidence, whether documentary or oral.

Very respectfully,

LEONARD WOOD,
*Military Governor.*

The Secretary of War replied as follows:

WAR DEPARTMENT, *December 6, 1901.*

Brig. Gen. LEONARD WOOD.

SIR: As it now appears that full opportunity was afforded to the defendants in the post-office fraud cases in Cuba to cross-examine the witnesses named in the letters requisitorial sent to this country, and in regard to the laws and practice in Cuba, there would seem to be no adequate reason why the fiscal should not offer upon the trial the evidence obtained under such letters, leaving the court before which the trial is had to determine upon its submission and admissibility, my letter of November 9 is therefore to be deemed modified accordingly as to all depositions taken under the letters requisitorial upon which full and fair opportunity to file cross-interrogatories was afforded.

Very respectfully,

ELIHU ROOT, *Secretary of War.*

Official copy of the above was furnished the secretary of justice and by him submitted to the court. The substance of the letter had been transmitted by telegraph December 6 to the department of justice, through headquarters, Habana.

Exhibit No. 26: Order 181, April 30, 1900. This was published largely upon the suggestion of the Secretary of War, and is a modifi-

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cation of the original procedure which permitted the indefinite postponement of cases in which a large number of people were charged with a crime or misdemeanor, and was brought about by conditions which arose out of certain custom-house cases, in which each defendant under the old procedure claimed the full number of days to examine proceedings. In the cases in question, as I remember, there were over a dozen defendants, and after they had had their full time it was still possible under the procedure to indefinitely delay the case, as the accused were all being tried jointly and the trial could not go on if any of the defendants were absent, on account of sickness or injury, or any of their lawyers. It had no application whatever at the time of publication to the post-office cases; in fact, the discovery of the frauds had not been made at that time. It is one of several modifications made in the procedure.

Exhibits Nos. 29 and 30 are matters which pertain strictly to the trial, of which I know nothing.

Exhibit No. 31: Supplies for U. S. army transport *Kanawha*, which was on duty in Cuban waters under orders from the War Department and was used by me as a headquarters dispatch boat. She was performing the services previously performed by the *Wright*, the *Ingalls*, the *Terry*, the *Viking*, and other boats, all of which I had disposed of and returned to the United States, retaining only the *Kanawha*. This list I presume is one of her standard requisitions. The rate for subsistence per day on transports was, I believe, $1. Officers traveling on these boats had no allowance for expenses or mileage.

Exhibit No. 33 was for glass and crockery ware purchased for the palace and transferred to the Cuban Government.

Exhibit No. 34: Colonel Burton's per diem allowance, traveling on public business.

Exhibit No. 35: An allowance made by me of $150 monthly to Col. H. L. Scott, Seventh Cavalry. I was absent from duty from early in July until the middle of September, 1901, and was absent at the funeral of President McKinley a week; was absent again in November and December on business of the island for five weeks. During this time Captain Scott had to, in a way, assume many of my responsibilities, as far as receiving people and extending to them certain courtesies. He had been mustered out as lieutenant-colonel of volunteers and was reduced to his captain's pay, which barely enabled him to live and maintain his family, consisting of a wife and some five children. The allowance of $150 a month was made to enable him to meet the unusual expenses incident to unusual duties during my absence.

Exhibit No. 36: Same thing, and my own allowance authorized by the President.

Exhibit No. 37 is money paid Gen. Maximo Gomez for services rendered the island of Cuba. This and other payments were made upon recommendation of the secretaries of the insular government and had the approval of the Cuban people.

Exhibit No. 38: Same thing.

Exhibit No. 39: This is an allowance, under the President's order, to make up difference between pay as major-general, United States Volunteers, and brigadier-general, United States Army, due to my

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being mustered out as major-general, United States Volunteers, and appointed brigadier-general in the Regular Army.

Exhibit No. 40: Partial disbursement of fund of $5,000, allowance made by order of Secretary of War, as an entertainment fund during the last winter of our occupation. I applied to the Secretary of War for $5,000 additional, as my expenses were exceedingly heavy, and I was unable to meet them, owing to the heavy demands made upon me during the last winter and which were to be made upon me during the final months of our occupation, expenses incident to the entertainment of distinguished foreigners, Cubans, etc., just before and at the time of the transfer. I could have obtained $5,000 as additional salary without accounting for it, but preferred to take it as a special allowance, and it was all accounted for by vouchers. The articles purchased were almost exclusively for dinners and receptions. About $1,200 was turned back into the Cuban treasury.

Exhibit No. 41: Same.

Exhibit No. 42: Same.

Exhibit No. 43: This is all right, with the exception of repairs to coachman's boots, as far as I know. I paid for the clothing of my own coachman, as I did the wages and clothing of all the servants who might be classed as personal servants, such as butler, waitresses, cooks, laundresses, etc.

Exhibit No. 44 corresponds to Nos. 41 and 43.

Exhibit No. 45: Same.

Exhibit No. 46: There must be, I think, a mistake in the date, otherwise the charge would have been a personal one. The fact that it was paid January 3, renders it highly probable that the date, October 25, should have been December, as I always made it a rule to pay bills at the end of the month.

Exhibit No. 47 is a matter which, so far as the complaint is concerned, is irrelevant.

Exhibit No. 48: Same as No. 47.

Exhibit No. 49: Amounts paid to Davidson, Reno, and Varty, who had been newspaper men. The matter to which this exhibit relates on page 1 is as follows:

It was proposed to get together data concerning Cuba, and to have articles written by various prominent men, setting forth the resources of Cuba, climate, mines, laws, etc.; in fact, many different subjects which would be of interest to foreigners. Louis Davidson, who had formerly been a newspaper writer for Harper's Weekly, was engaged at the rate of $150 a month to supervise the compilation of material for this book. Varty assisted him, as did, I think, Reno, although this is a matter of detail of which my recollection is not entirely clear. There is no doubt that these men were all employed at one time or another. Reno had been employed in various capacities in the revenue service, subsequently in other departments. He was an able but rather unsettled individual, and was engaged in various lines of work. Varty was for a long time employed as a clerk in the sanitary department under Major Gorgas, and I have no doubt did furnish material to various newspapers, as did a great many people in the employ of the island government. Some of it was for us and some was against us. The payments herein referred to were for compila-

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tion of materials for the book above referred to. I can not vouch for the correctness of the amounts, as I have no data at hand.

Exhibit No. 50: Salary of Mrs. Beckwith. This is, as far as I know, correct. She was a clerk and stenographer for nearly three years; rendered most excellent service. Whether she added to her earnings by writing for papers or not is a matter which I should consider as irrelevant. As a matter of fact, she did correspond with various papers.

Exhibit No. 51: Money paid to Riley (not Riler). Riley was paid for work on the annual report. He is an excellent English and Spanish scholar, and was charged with the revision of certain translations from Spanish into English. The payments cited are probably correct.

Exhibit No. 52: Purchase of Havana Posts. These expenditures were in the interest of reciprocity. The paper published Sunday editorials and certain amount of articles on reciprocity, engaging various people to write these articles. The expenditures, I think, will be found covered under expenditures which I have already reported as expenses incurred in the work for reciprocity. The papers containing these editorials were sent to various individuals in the United States for the purpose of disseminating information as to the real need of Cuba.

Exhibit No. 53: I know nothing about the inventory of Government property left in the house formerly occupied by Mr. Rathbone.

Exhibit No. 54: Mr. Rathbone was unquestionably entitled to duplicate list. I can not state whether he got it or not, but think he did.

Exhibit No. 55 relates to an interview which I had with the representative of the paper known as the Havana Sun. This paper had been publishing very violent articles reflecting on the court in the Rathbone case and upon me, making various statements which were entirely untrue and unjust, and the interview was for the purpose of showing the paper some of these things.

Exhibit No. 56: Petition of Mr. Lanuza to the supreme court, written on the 17th, Saturday. It was probably presented on Saturday. Sunday there was, of course, no session of the court. Monday and Tuesday, the latter being the day of transfer of the island, were holidays, consequently the court had no opportunity to act on the petition. It is pertinent to state that this petition could have been presented at any time during the previous ten days, but it did not serve the purpose of the defense to do so. Moreover, as already stated, the witnesses desired were nearly all employees of the United States Government and would have returned. Mr. Fosnes remained in the island, as did a number of post-office employees. Mr. Steinhart also, and he is still there.

Exhibit No. 57: Same applies to Exhibit No. 57. Here we have a request for the military governor to take direct charge of the summoning and retention of witnesses without any suggestion whatever from the court.

Exhibit No. 58: Same as No. 57.

Exhibit No. 59: Mr. Rathbone is mistaken in stating that this order was published under the direction of the War Department. The order was published at the request of Mr. Palma, and modifies the order which I had published declaring that judges should not be

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removed except upon a finding of guilty after a trial by their peers, or after a certain number of admonitions for administrative neglect, etc. Mr. Palma cabled me when he arrived in Cuba, requesting that this order be revoked; that he feared it would limit his powers in removing and appointing judges. On his arrival in Habana he most earnestly renewed his request, and I published an order to take effect at noon, May 20, at which time the Cuban constitution went into effect, and the judges were protected by the provisions of (I think) article No. 87. This, however, is a matter which, like others in this complaint, has no direct connection with the point at issue.

Exhibit No. 60: Order having the force of law, published January 17, 1900, long before I had seriously suspected any trouble with the post-office department, establishing in Cuba the practice of accepting certain witnesses as witnesses for the State.

Exhibit No. 61: Order 109, July 13, 1899. This is an order published by my predecessor, presumably upon the recommendation of Gonzalez Lanuza, who was at that time secretary of justice and who was Mr. Rathbone's leading counsel.

Exhibit No. 61, part 2, is one part of a long order in which the old procedure is modified, an additional protection thrown about the accused, an order which was no doubt carried out strictly in the trial of Mr. Rathbone and other defendants in the post-office cases.

Exhibit No. 62 is Mr. Rathbone's original petition, most of the allegations of which have already been replied to in this communication.

In reference to the statement made on page 31 relative to the refusal of the court to extend the time and the withdrawal of the attorneys, Desvernine and Lanuza, from the case and their subsequent return, I know nothing of this personally, except by hearsay. The secretary of justice informed me that in his opinion the whole matter was for the purpose of gaining time. The purpose of the defense seemed to have been to delay as much as possible the time of trial, hoping to stave it off until after our withdrawal. At least such was his opinion. Desvernine and Lanuza had been working on this case for over a year and had the fullest access to all papers. I have no doubt that the court acted well within its prerogative, and was entirely just in denying the extension of time.

Page 32: Exhibit 27 has already been explained. Answer has already been made to general charges made in first paragraph.

On page 32 reference is made to Mr. Steinhart's visit to Mr. Rathbone on October 30, 1901. I have already explained the friendly purpose of that visit.

Exhibit No. 29: The action of the court in refusing to summon witnesses in favor of Mr. Rathbone is covered in reply of the fiscal. It will be seen that this matter has been misrepresented to your committee.

Page 33: The matter of interrogatories has already been discussed. Amounts paid witnesses were large. We had to pay many of them an amount equal to the salaries they lost while absent in addition to their transportation. They came, of course, as voluntary witnesses. These were the best conditions under which we could obtain them.

Page 34 has already been discussed, and exhibits herein referred to have been explained.



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Same is true in regard to similar exhibit on page 35.

In reference to charge made in the last paragraph, the admission of the petitioner that he obtained the papers on order of the court seems to dispose of this portion of the complaint.

The substance of page 36 relates to matters entirely in the hands of the court, and, moreover, the letters and documents, etc., referred to were valuable ones, as establishing Mr. Rathbone's authority for certain disbursements for personal purposes—per diem, furnishing house, etc.—of all of which charges he was acquitted. The purpose of the injection of all this material, which relates almost entirely to charges of which he was acquitted, is not evident, unless for purposes already stated.

The last paragraph on page 36, relative to newspaper people, has already been covered. These people were clerks in various departments and rendered good and efficient service. Their work as newspaper correspondents was entirely outside of their work as Government employees.

Statement made on page 37: The post-office and all its contents were taken charge of by the joint action of the post-office department, represented by Mr. J. L. Bristow, and the military government, represented by myself, for the good and sufficient reason that we had sufficient evidence implicating Mr. Rathbone in the frauds which had taken place to warrant our excluding him from control of the department or access to its records.

In reference to the declaration made in last paragraph on page 37 and the first paragraph of page 38, it is sufficient to say that Mr. Rathbone was a convicted embezzler. He was sentenced to ten years, a fine of $35,000. Captain Foltz, supervisor of police, was naturally anxious lest he escape. It should be remembered that Habana is a port from which ships are constantly sailing for Mexico and South American ports, as well as all parts of the world. Had Mr. Rathbone managed to escape there are many countries from which extradition would have been impossible.

Page 39 relates principally to the giving of bail bond. Briefly stated, the matter is as follows: The entire action of the Government in this case was in Mr. Rathbone's interests. In the first place, at my request, the secretary of justice asked the supreme court to hold an extraordinary session in order to hear the arguments as to the issuing of a writ of habeas corpus. The requisition was honored, and it was decreed that he should be at liberty on bail. The court decreed that Mr. Rathbone's bail should be $100,000 cash. Mr. Rathbone, through his attorneys, offered a bond of the Fidelity and Trust Company of Maryland. The audiencia rejected this bond on the ground that it was not a cash bond. The reasons of the audiencia, as I understand them, for rejecting this bond were as follows: The security of the company for bonds issued in Cuba was $25,000, which was deposited in the treasury of the island. By sentence of the audiencia in the post-office cases bonds in excess of this amount had been forfeited and had not been paid. In addition, the Government was claiming payment from the company on other bonds, and, further, the company had issued surety bonds on Government officials to an amount exceeding $1,000,000. The court was not certain as to whether or not it could collect upon the security and prop-

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erty of the company in the United States, and in any case it held that the bond tendered was not a cash one or its equivalent, and they declined to accept it as such. This action was entirely within the prerogative of the court.

(See Criminal Procedure, chapter 9, paragraph 591, and order of Secretary of Justice Lanuza, 109, article 9, series of 1899.)

During the consideration of bail by the court the following telegram was received from the Secretary of War, dated April 11, 1902:

WOOD:

It is reported here that bail pending appeal has been fixed for Rathbone at $100,000, and that a cash deposit is required, and a bond from Fidelity and Deposit Company of Maryland is objected to. I do not think this is reasonable. When the amount of bail has been fixed by the court, the character of the security is ordinarily to be passed upon by the prosecuting officer—that is to say, by the executive department of the Government which prosecutes. The natural and ordinary security for the appellant to present is bond on good security. It is customary in this country to accept surety companies, and that is provided for generally throughout the United States by statute. The company named has been uniformly accepted by the War Department and military government of Cuba as sufficient surety in other matters. I think it would be unreasonable and unfair to the defendants in this case to reject that security. If a good bond of that company is offered for the amount of bail fixed by the court, you should consent to its acceptance.

The following telegram was sent in reply to the above:

APRIL 11.

SECRETARY OF WAR, *Washington:*

Your telegram received. The character of the bail was fixed by the court in their discretion as law provides. See Criminal Procedure, chapter 9, paragraph 591, and order Lanuza, secretary of justice, 109, article 9. I know nothing of the action of the court concerning Bond Fidelity Company. The agent of the company called Saturday and was promptly told to transact his business only with the court, that character of bail rests entirely with them, and that I had nothing whatever to do with it. If bond of his company has been refused, such action of the court is without influence and without suggestion. It will be necessary for me to modify existing laws in order to compel the court to accept this bond, but I do not think such action will be advisable under the circumstances. I desire to emphasize the fact that the court has been left entirely free in this entire case.

WOOD.

April 12, 1902, the following telegram was sent the Secretary of War:

Have seen president of the audiencia and fiscal of supreme court. President of audiencia states that bond of Fidelity Company would not be accepted by him; does not furnish sufficient security. Fiscal of supreme court is of same opinion. This company's deposit in the island is not sufficient to cover amount of this bond, and it is doubtful if the insular government could recover in the United States. This company has not yet paid bond of Neely and Rathbone and other cases. Its operation has been so unsatisfactory that on April 1, this year, notice was served on its representative that there must be a change of methods, or insular government would revert to old form of security. Finding of the court places Neely and Rathbone in exactly the same category. Aside from all questions of power of the court to type of security, I believe it unadvisable to accept bond of the Fidelity Company in these cases.

WOOD.

The following telegram, 14th, received from the Secretary of War:

WOOD, *Habana:*

I see no reason why a civil bond should not be executed for Rathbone pending appeal, and I wish it could be done.

ROOT, *Secretary of War.*

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The following letter was written by the military governor of the island, addressed to the fiscal of the audiencia of Habana:

SIR: I have the honor to inform you that I, as military governor, desire that you accept the bond of $100,000 American money, presented by the Fidelity and Deposit Company of Maryland, as security in the case of Mr. E. G. Rathbone, later director-general of posts. I am aware from your statement and that of the fiscal of the supreme court that you do not consider this bond as strictly in compliance with order of the court for a cash bond, but the Government is willing to waive any technicality of this description in order that here may be no question as to Mr. Rathbone having received every opportunity for bail pending the decision of the supreme court.

Very respectfully,

LEONARD WOOD,
*Military Governor.*

Matters on pages 39 and 40 have already been discussed.

Page 41 and page 42 relate to the publication of an amendment to the criminal procedure, and to an order relative to the judiciary, which has already been discussed. The statement made relative to its being rescinded by order from the War Department is a mistake, as has been shown.

Relative to pardon of W. H. Reeves. Reeves was fully pardoned. He was a witness for the State in the post-office cases. The action was based on the following grounds: Reeves surrendered some $4,600 in money which had been given him by Neely, and gave the Government all the information in his possession relative to the methods by which the frauds were committed. Reeves was a man of weak character, and I believed was simply a tool of Rathbone and Neely. In pardoning him I exercised the authority vested in me, and I considered that his attitude in returning the money and in furnishing the State all the evidence in his power was of such value as to, in effect, constitute him a witness for the State; for although he had been a defendant, he had virtually made no defense, but had confessed freely and fully concerning the frauds committed in the post-office department.

On page 44 reference is made to the amnesty proclamation of the Cuban Government. There is no doubt that a request to the Cuban Government made by Mr. Rathbone that he wanted to be exempted from the amnesty and to appear before the supreme court on the merits of the appeal which he had made would have been granted; but all familiar with this case appreciate that this was about the last thing that Mr. Rathbone was likely to have done.

The balance of the subject-matter on page 44 has already been discussed; also on page 45 and a portion of page 46.

There is one statement on page 46 which I feel should be denied, and that is the statement that the action of the military government created the impression on the minds of the judges that the military governor desired the conviction of the defendants. Nothing could be further from the facts. My instructions to the prosecuting officer were to always give these men the benefit of the doubt. Especially was this true in regard to Mr. Rathbone.

In reference to the declaration concerning article 387, Penal Code, it is hardly necessary to discuss this. I had full power to modify the law, and I was under every obligation to see that it was justly and fairly administered. As has already been noted, almost every action taken by me was directly in favor of the defendant—Mr. Rathbone.

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The question already referred to as to ex parte evidence has been discussed.

The same is true concerning declaration in first part of page 48.

In reference to the Constitution of the United States, Mr. Rathbone is perfectly aware that Cuba is a foreign country, that the laws in force were laws in force in a large part of continental Europe, and that a trial under the civil law varies essentially from a trial under common law. He was given every consideration authorized or guaranteed by the laws in force in Cuba. He had every possible opportunity to prepare his defense. He was defended by the ablest lawyers of the island, and at the time of the transfer of the military government he had been granted an appeal to the supreme court of the island of Cuba, which court had had its powers extended by special order, promulgated under direction of the President, empowering it to practically retry the case, the original power of the court being simply power to hear appeals in cassation, under which it could throw out or modify the sentence or declare the trial null and void on account of irregularity. Under the powers given it in the order promulgated as above stated it could do all of these things, and in addition summon witnesses, rehear the evidence, and, in short, retry the case. Mr. Rathbone did not avail himself of any of the opportunities thus offered him to disprove the findings of the audiencia of Habana.

The matter referred to on pages 48 and 49 relates entirely to matters which have already been covered and is represented in the charge already made.

In reference to Reeves not being sworn, as stated in paragraph 3, page 50, the fiscal states—

That in the trial of Mr. Rathbone the testimony of Reeves was proposed by the fiscal and by the lawyers in the character of a proof of confession, and the court admitted it in this character. Reeves was not proposed as a witness, nor was it at all possible to do so, because he also was one of those accused, just as much as Mr. Rathbone and Neely. At the oral trial Reeves was questioned by the State and by the defense of the other accused, who submitted him to an extensive and minute examination, formulating all the questions they desired, especially the defense of Mr. Rathbone. As Reeves did not give his testimony as a witness, but as one accused, an oath could not be required of him, as provided in article 387 of the Law of Criminal Procedure. The examination of Reeves by the defense of Rathbone was so minute that between Desvernine and Lanuza he was asked more than a hundred and fifty questions. All that I have written is substantiated in writing by the proceedings and by the stenographer's notes.

ARTURO HEVIA.

In reference to the statements made at the top of page 51, that of Reeves having been promised a pardon as an inducement to turn state's evidence, this is not true. Reeves was never promised anything, but advised to tell the whole truth and nothing but the truth.

Paragraph 4, page 51, is a matter which rests entirely in the judgment of the court.

Mr. Rathbone is naturally somewhat prejudiced in this matter, and it is quite reasonable to expect that he should object to the sufficiency of the evidence on which he was convicted.

It was the opinion of the fiscal that Reeves told the truth.

In reference to statement on page 53, the whole matter is covered by the sentence of the court.

The sentence of the court is attached, marked "Exhibit D."

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It will be seen from a careful examination of this sentence that Mr. Rathbone was acquitted of all those charges incident to extravagance in the way of furniture, carriages, etc., except those that relate to expenses of his family on the journey around the island and similar expenses in New York.

(See correct translation of the sentence appended hereunto and marked "Exhibit A.")

The following portions of the finding of the court cover the charges which were proved against Mr. Rathbone:

Third. Whereas Charles F. W. Neely and William H. Reeves, acting in concert, applied to their own use the proceeds of the sale of postage stamps and other postal funds received from the United States for expenditures in the island of Cuba, instead of depositing the same in the North American Trust Company, originally designated for the purpose, and subsequently in the general treasury of the island of Cuba, Neely actually retaining the funds in his possession and Reeves officially approving the acts of the latter, making the entries conducive to a fraudulent arrangement of the accounting, omitting such entries as would have shown the existence of these acts at the proper time; thus constituting a concert of wills and acts, by virtue of which and the violation of the duties incumbent upon said accused by virtue of the offices which they respectively filled, the postal department of the island of Cuba during the period embraced between January first, eighteen hundred and ninety-nine, and April twenty-eighth, nineteen hundred, was gradually deprived of funds belonging to the same to an amount exceeding one hundred thousand dollars, it being impossible to state exactly the amount nor the proportion which the guilty parties received. In order to conceal the difference, which could not fail to appear between the amount of stamped matter received from the United States and the amount deposited as the proceeds thereof, when the new Cuban stamps were put in circulation in place of the original stamps of the United States arranged for Cuba, known as "surcharged," they conceived the idea which they later carried into effect at this stage, already in complicity with the accused Rathbone, as will appear below, of burning the surcharged stamps, and on doing so on two different occasions, September eleventh and December thirteenth, eighteen hundred and ninety-nine, they pretended that stamps of a value considerably greater were being burned than were actually destroyed—facts in controvention of the truth—which they embodied in an official report, subscribed by Neely and Reeves, in conjunction with Inspector D. Marfield and transmitted the same to the director-general, the accused Rathbone, who ordered that the total amount of the supposed value of the burned stamps be credited to the account of Neely.

Fourth. Whereas it has been proved that the acts referred to took place in the postal department of the island of Cuba were perfectly known to the director-general thereof, Estes G. Rathbone, and that even while pretending the contrary, he not only failed to take efficaceous measures to prevent the same, but also permitted and deliberately ordered, and without necessity, stamps to be burned which served to conceal these acts, in which he also profited to an amount which it has been impossible to determine.

Fifth. Whereas it is proved that Charles F. W. Neely and William H. Reeves, acting in concert, entered as official checks of the postal department, paying the same by means of checks cashed by Neely, charged to the account of the postal funds, without legitimate vouchers in some cases and without vouchers of any kind in others, different items under the generic denominations of "freight, lighterage, repairs, hardware, miscellaneous material, transfer of safes, and account of the acting postmaster of Cienfuegos, H. Tyner," amounting in all the sum of two thousand eight hundred and seventeen dollars and twenty-two cents, which they devoted to their own use; it not having been proved that the item of two hundred and forty-nine dollars and fifty cents, exchange of Spanish gold to currency, which was also a subject of the accusation of the fiscal, was fictitious.

Sixth. Whereas it is proved that Estes G. Rathbone, far from preventing the carrying out of these acts specified in detail in the preceding "resultando" (whereas), in which he in his turn derived profit, on his part permitted their execution, and also that several items of his personal and exclusive account be included in and also charged as official expenditures of the postal department, such as laundry bills for the coachman, expressage of three cases of liquors,

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bill of the "Bazar Universal," miscellaneous expenses in the Cerro, and gas bill, also in the Cerro, amounting altogether to the sum of one hundred and fifty-seven dollars and five cents, in the first place, and in the second, a subscription to the illustrated periodical, "El Figaro," and repairs in the Cerro, the total amount of which is seventy-five dollars and sixty cents.

Eleventh. Whereas it is proved that Estes G. Rathbone executed the following acts:

A. He ordered that there should be paid from postal funds in his custody expenses of a personal character for his exclusive comfort and recreation, such as rentals of apartments, used as reception and sleeping rooms for members of his family and servants; stables; installation of water-closets, bathrooms and toilet rooms; painting of doors and walls; parlor furniture, furniture for bedrooms, dining room, and kitchen; domestic effects; purchase of a carriage and accessories, support of same, and salaries of coachman, lackey, stablemen, and gardener; the total sum of these expenses which were charged to the funds of the department of posts, amounting to eight thousand and thirty-one dollars and thirty-one cents, United States currency, during the period embraced between March first and September fifteenth, eighteen hundred and ninety-nine, evidence having been adduced to prove that at the request of the accused, Rathbone, that he be granted a house, contained in a private letter dated July three, eighteen ninety-nine, to the Postmaster-General of the United States, the latter replied by cable on the seventh of same month that he be allowed a house in addition to his salary, a concession which was carried out in an official letter of the 19th of December of the same year, from said Postmaster-General to the accused.

B. An annual salary of four thousand dollars having been assigned him when he took possession of his office, according to an official letter of the twenty-first of December, eighteen hundred and ninety-eight, from the Postmaster-General of the United States, he solicited and obtained a further concession of five dollars per diem, according to an official letter of January thirtieth, eighteen hundred and ninety-nine; and as subsequently, in a private letter of March thirtieth of the same year, he requested another increase of salary, the Postmaster-General of the United States answered him, in a private letter of June nineteenth, that his salary would be fixed at six thousand five hundred dollars per annum, in which case he would be obliged to discontinue the per diem allowance, and that he awaited his reply before taking definite action. Rathbone confined himself to an answer stating that that would represent an increase of six hundred and seventy-five dollars above his remuneration; and upon his salary being raised to six thousand five hundred dollars and a free residence, according to an official letter of the Postmaster-General of the United States dated December nineteenth, eighteen hundred and ninety-nine, he continued collecting the per diem allowance of five dollars, in addition to his salary from August first, eighteen hundred and ninety-nine, to April thirtieth, nineteen hundred, the total sum represented by said allowance being one thousand three hundred and sixty-five dollars.

C. He paid, with money belonging to the postal funds, his official expenses, as well as those of members of his family when they accompanied him upon an inspection tour in the island, during the month of April, eighteen hundred and ninety-nine, for hotels, meals, and extras, amounting to one hundred dollars, and he appropriated to himself five hundred dollars in full, the amount of one of the two checks which were issued to him to pay for the expenses of said tour for the same sum, it having been impossible to determine the amount he paid for the expenses of his family exclusive of his own.

D. He paid with money from postal funds expenses of transportation, board, and lodging for himself and his secretary, W. E. Wilmot, in Cincinnati, Cleveland, Hamilton, and other points of Ohio, on a trip which he made to the United States in April and May, eighteen hundred and ninety-nine, authorized by the Postmaster-General, said expenses for hotel, board, and extras amounting to one hundred and twenty-three dollars and thirty-six cents, and he appropriated to himself five hundred and seventy-four dollars and fifty-five cents, the remainder of two checks for five hundred dollars each which were issued to him to pay for the expenses of said trip, without it having been possible to prove that the trip from Washington to the cities above mentioned was on official business connected with his department. And

E. He paid with money from postal funds expenses of an official character for himself in Cleveland and Cincinnati, Ohio, and for his family in New York, on a trip which he took to the United States in October and November, eighteen

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hundred and ninety-nine, authorized by the Postmaster-General, said expenses for hotel, meals, and extras amounting to two hundred and eighty-six dollars and seventy-three cents, without it having been possible to determine the expenses for his family exclusive of his own. The sum of six hundred and seventy-three dollars and twenty-three cents, the remainder of three checks of five hundred dollars each, which were issued to him to defray the expenses of said trip, was returned by Rathbone to the chief of accounts, William H. Reeves.

The court in summing up its conclusions as to the responsibility of the accused parties declared in reference to Mr. Rathbone as follows:

Seventh. Considering that the acts declared proved in the third and fourth resultandos constitute the crime of malversation of funds of the department of posts, described and punished by section fifty-five of the Postal Code promulgated in this island by order number one hundred and fifteen, headquarters Division of Cuba, on July twenty-first, eighteen hundred and ninety-nine, and a penalty specified of not less than six months nor more than ten years' imprisonment, or a fine equal to the amount embezzled, or both, the accused, Neely, Reeves, and Rathbone, being liable for said crimes as principals by direct participation, for the reason that, availing themselves of the means set forth in the statement of these acts, Neely diverted to his own use and Reeves permitted such diversion, Rathbone profiting in his turn, of money belonging to the department of posts, to the prejudice of the same and to an amount exceeding one hundred thousand dollars, it being impossible to fix the amount precisely.

Eighth. Considering that the acts which are declared proved in the fifth and sixth resultandos constitute the same crime, the three accused mentioned being liable therefor as principals by direct participation, with regard to the amounts of two thousand eight hundred and seventeen dollars and twenty-two cents and one hundred and fifty-seven dollars and twenty-five cents, specified therein; but with regard to the sum of two hundred and forty-nine dollars, which it has not been proved to have been fictitious, there absolution for lack of evidence lies, and with regard to the item of seventy-five dollars and sixty cents of the private account of Rathbone, he must also be acquitted for the reasons embodied in the eleventh considerando.

Ninth. Considering that the acts declared proved in the seventh, eighth, and ninth resultandos constitutes the same crime, the accused Neely and Reeves being liable therefor as principals by direct participation, the loss caused to the funds of the department of posts amounting to the sum of one thousand and thirty-six dollars and ninety-eight cents; and the participation of Rathbone in the acts referred to in the seventh and eighth resultandos not having been proved, he is acquitted with regard to the same.

Tenth. Considering that the acts declared proved in the tenth resultando, indicated by letters A, B, C, D, and H, consitute the same crime for which the accused Neely is liable as principal by direct participation, the loss to the funds of the department of posts for the acts mentioned under letters A, B, and H, amounted to the sum of twenty-one thousand eight hundred and fifty-seven dollars and seventy-one cents, those indicated under letters C and D not causing any loss; and the participation of Rathbone or Reeves not having been proved in the act indicated by letter A of the said resultando, they must be acquitted with regard thereto.

Eleventh. Considering with regard to the act indicated by letter A of the eleventh resultando, by which the public prosecutor brings a charge against the accused Rathbone, that from the evidence adduced during the arguments, and especially from the accounts submitted by the Secretary of War to the Senate of the United States, Committee on Relations with Cuba, concerning the period embraced between January first, eighteen hundred and ninety-nine, and April thirtieth, nineteen hundred, printed in Washington, published in two volumes, of which two copies have been filed by the defense as evidence, it appears that expenses identically similar to those charged to the accused Rathbone for self-comfort and luxury have been contracted without protest or any disapproval by a large number of commanders and officers of the army of occupation of the United States, many of whom enjoyed in the military order a rank ostensibly lower than that pertaining in the civil order to the director-general of posts of the island of Cuba, and in the presence of these facts and absence of any provision which may have been invoked as prohibitive of such disburse-

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ments, although at first sight its reason in justice may be questionable, the court can not consider criminal on the part of Rathbone that which, undoubtedly, for reasons of another character, which may very well be legitimate, has been tolerated and accepted in a general manner.

Twelfth. Considering with regard to the salaries of the coachman, lackey, stablemen, and laborer, that their appointment may be considered as having been made by virtue of the authority which is left to the discretion of the director-general of posts by the first section of the Postal Code.

Thirteenth. Considering with regard to the act indicated under letter B of the eleventh resultando, which the public prosecutor charges against the accused Rathbone, that far from it being possible to consider that the latter continued collecting his per diem of five dollars, in addition to his salary, knowing that he had no right thereto, after the latter was raised to six thousand five hundred dollars; from the correspondence between the Postmaster-General of the United States, whom it behooved to fix the salary of Rathbone, and the accused, and contained especially in the letters of July nineteenth, July eighth, and December nineteenth, eighteen hundred and ninety-nine, of the first and third of July of the same year of the second, it is inferred that the right to collect the per diem not having been withdrawn from him in an expressed manner, the accused could reasonably suppose that he retained it, together with his increased salary; and consequently it cannot be established that in collecting the per diem he acted fraudulently, an essential element and indispensable requisite to enable the act to be qualified as constituting a crime.

Fourteenth. Considering that the acts which are declared proved in the eleventh resultando, marked with letters C, D, and E, constitute the crime of malversation (embezzlement) referred to in section fifty-five of the Postal Code, and the accused, Rathbone, is liable therefor as principal by direct participation, having caused loss to the funds of the department of posts in the sum of one thousand dollars, value of the two checks for five hundred dollars each which he appropriated, without its being possible to determine the amount of the loss suffered by the department by reason of the expenses upon the trips for his family.

Eighteenth. Considering that, as is adduced from the statement of all the acts embodied in this decision and from the participation attributed therein to the three accused—Neely, Reeves, and Rathbone—in the manner specified, the different forms used by the same to attain their end of appropriating money of the department of posts must be considered as constituting a single continuous violation during a specific period of time, the appropriation of the money to which tended repeated singular and particular acts not singly possibly of juridical consideration as a distinct violation, but altogether as the violation of one legal precept by a multiplicity of actions or successive omissions, consequently each one should be condemned as guilty of a single crime to the penalty affixed by the law, and the judgment of the court should be applied in the highest limit of imprisonment together with the fine in view of the malice of the accused and the great loss sustained.

Nineteenth. Considering that the total amount of the misappropriations of which Neely, Reeves, and Rathbone are guilty amounts to one hundred and two thousand nine hundred and seventy-four dollars and forty-seven cents, an amount which should be divided into three parts among the three for the purpose of the imposition of the penalty of a fine pertaining to each—thirty-four thousand three hundred and twenty-four dollars and eighty-two cents; those chargeable to Neely and Reeves to one thousand and thirty-six dollars and ninety-eight cents, which must be divided into halves between the two—that is to say, five hundred and eighteen dollars and forty-nine cents to each; that of Neely exclusively to twenty-one thousand eight hundred and fifty-seven dollars and seventy-one cents; those of Reeves, six hundred and seventy-three dollars and twenty-three cents; and those of Rathbone, one thousand dollars.

The above-cited conclusions of the court are all that involve Mr. Rathbone, and it will be seen, as already repeatedly stated, that the personal expenses to which he makes such copious reference in his application for investigation have all been passed upon in his favor by the court; in other words, he has been acquitted of these charges, also of the per diem charge. The charges on which the court finds

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Mr. Rathbone guilty and sentenced him will be found in the following portion of the sentence, page 29, beginning at the words:

The accused, Estes G. Rathbone, is liable as author by direct participation for the acts contained in the third to the sixth resultandos, and those under letters C, D, and E of the eleventh, constituting the crime of malversation of postal funds, to the penalty of ten years' imprisonment and a fine of thirty-five thousand three hundred and twenty-four dollars and eighty-two cents, and we acquit him of the charges relating to two hundred and forty-nine dollars and fifty cents, mentioned in the fifth; of that relative to seventy-five dollars and sixty cents, referred to in the sixth; of the said acts in the seventh and eighth resultandos and letter A of the tenth, and of those under letters A and B of the eleventh.

In other words, he was convicted of the facts declared proved in the third, fourth, fifth, and sixth whereases, and those under letters C, D, and E of the eleventh whereas, and was acquitted of a portion of the charges mentioned in the fifth and sixth whereases, seventh and eighth, and those under letter A of the tenth, and under A and B of the eleventh whereases.

It will be seen by a comparison of the above sentence of the court relative to Mr. Rathbone with the preceding conclusions of the court based upon the evidence that he has been convicted upon very serious charges, which are summed up by the court in the eighteenth considering, on page 26; in other words, the gravity of his offense is in what amounts to participation in a conspiracy to rob the post-office department and embezzlement.

In conclusion I reiterate most positively that every effort was made to give Mr. Rathbone an absolutely fair trial, and I declare that to the best of my knowledge and belief he did have such a trial; that he was given every opportunity to prepare his defense; that he was defended by the ablest lawyers in the island; that no influence whatever, directly or indirectly, was used to influence in any way the judgment of the court or affect its personnel. The conviction was based mostly on documentary evidence, some of which at the present time is in the archives of the military government. The written records of the trial are in the hands of the audiencia of Habana, and constitute some 24 volumes. The trial was a long one, covering in its preliminary stages nearly two years. The Secretary of War was kept fully informed of the progress of the trial from first to last, and, as will be seen from the foregoing portions of this communication, he was fully aware of the conditions existing.

In April, 1902, the Secretary of War visited Habana, and in order, as he said, that he might be able to state that he had personally seen the receipts of Mr. Rathbone and his lawyers upon the interrogatory letters upon which Mr. Rathbone declares he had no opportunity to submit cross-interrogatories, the records of the court were brought to the palace, and the Secretary spent several hours personally examining each and every requisitorial letter which was forwarded to the United States, and on each and every one of which he found the signature of either Mr. Rathbone or his attorneys, showing that they not only had had full access to these letters, but that they had had some of them in their possession for a comparatively long period of time, evidence that if they did not submit cross-interrogatories, it was because they had very good reasons for not doing so.

The press and public of Habana were present throughout the trial. Neither I nor any member of my staff or any officer of the Army was

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present at the trial, except as witnesses, and every possible effort was made to avoid even the appearance of influence. Full stenographic reports of the testimony were taken in Spanish and English, and a copy of the English text was forwarded by me to the Secretary of War. As under civil procedure oral testimony is not made of record, the transcript of the testimony, although essentially accurate and correct, is not official.

In conclusion, I desire to state, after most careful consideration of the statements of Mr. Rathbone in his appeal, that it is so full of misstatements and irrelevant material that in effect it amounts to an absolute misrepresentation of facts. It is the complaint of a man who has failed to take advantage of the appeal granted him under the laws of the country in which he was tried, who seeks, by misstatements and the submission of irrelevant and misleading information, to create an impression not warranted by facts.

I should be delighted to appear before your committee and go into this matter in detail, as I most earnestly desire that it be entirely cleared up and disposed of before my departure for the Philippines, on March 28, 1903.

It must be remembered that the principal evidence on which Mr. Rathbone was convicted was furnished by inspectors of the Post-Office Department, many of whom in the past had been his friends, and that almost the first direct declaration that I had as to his guilt was from Capt. W. B. Smith, the senior post-office inspector, who came to Cuba for the purpose of inspecting conditions of the department of posts. Their findings were corroborated by Mr. Bristow, and the charges made by them were established and proved beyond question of doubt at a public trial before five judges.

Mr. M. S. Fosnes, Mr. H. T. Gregory, Mr. J. L. Bristow, Capt. W. B. Smith, and other post-office inspectors are all within reach of your committee, and I would respectfully suggest that they be called and fully examined upon this matter.

In conclusion it might not be inappropriate to invite attention to the fact that Mr. Rathbone's charge practically implies that the military governor, the inspector-general on duty in Cuba, the Fourth Assistant Postmaster-General, a large number of post-office inspectors of established reputation, the auditors of the island of Cuba, and five judges of the audiencia of Habana (three of whom were appointed by Lanuza, Mr. Rathbone's attorney, who was secretary of justice under General Brooke) all conspired to convict him. The creation of such a situation would have been impossible.

The complaint would have had a truer ring had Mr. Rathbone declined to accept a pardon and taken his case before the supreme court of Cuba.

Very respectfully,

LEONARD WOOD,
*Brigadier-General, U. S. Army.*

Hon. O. H. PLATT,
*Chairman Senate Committee on Relations with Cuba,*
*Washington, D. C.*

I certify on honor that the above statement, consisting of sixty-five typewritten pages, is to the best of my knowledge true.

LEONARD WOOD,
*Brigadier-General, U. S. Army.*

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EXHIBIT A.

*Decision No. 85.*

Presiding judge, Carlos E. Ortiz; associate justices, Joaquin Demestre, Jose Maria Aguirre, Jose Maria de la Torre, Eduardo Azcarate.

In the city of Havana, this twenty-fourth day of March, nineteen hundred and two. Hearing before the first section of the criminal chamber, constituted of five justices, by order of the presiding judge of this audiencia, by virtue of the powers vested in him by the provisions of order number two hundred and forty-five, series of nineteen hundred and one, headquarters division of Cuba, in an oral trial, the sessions of which began on January 4th of the current year and closed on the 8th instant, being cause number seventy of the year nineteen hundred, from the court of the eastern district, instituted at the instance of the Government, the ministerio fiscal being the prosecuting party, and the defendants being Charles F. W. Neely, son of Moses and Maria, a native of Indiana, forty-two years of age, single, defended by Attorney Alfredo Zayas; William H. Reeves, son of Francis and Catherine, a native of the United States, thirty-two years of age, married, defended by Attorney Jose Joaquin Machado; Estes G. Rathbone, son of Horace and Emma, a native of Pennsylvania, fifty-two years of age, married, defended by Attorneys Jose Antonio Gonzalez Lanuza and Pablo Desvernine; Jorge Mascaro y Alberti, son of Magin and Maria, a native of the Balearic Islands, thirty-nine years of age, married, defended by Attorneys Jose Lorenzo Castellanos and Rogelio Bernal; and Eduardo Moya y Fernandez, son of Francisco and Monserrate, a native of Havana, thirty-one years of age, single, defended by Attorneys Jose Maria Poo and Enrique Guiral; the five accused residents of this city, clerks, literate, without penal antecedents; Neely imprisoned in the jail (carcel) of this city, the other four at liberty under bond, and all of them undergoing trial in this cause for the crime of misappropriation of funds in the post-office.

Jose Maria de la Torre being the justice ponente.

First. Whereas it is a fact that upon the cessation of Spanish sovereignty on the thirty-first day of December, eighteen hundred and ninety-eight, and the constitution in the island of Cuba of the government of intervention of the United States in accordance with the provisions contained in the treaty of Paris, the postal service was reorganized on January 1st, eighteen hundred and ninety-nine, under the authority of Estes G. Rathbone, appointed director of said department by the Postmaster-General of the United States the twenty-first of December, eighteen hundred and ninety-eight; and for the purpose of meeting the requirements of the service he created, on January seventh and twenty-fifth, respectively, two offices, one called of finance and the other of accounts, which was later called the auditing office, placing under the same the business [operations] which would be under their charge, and appointed chiefs thereof, viz, Charles F. W. Neely of the former and William H. Reeves of the latter, both of which persons had been highly and strongly recommended to him by prominent officials of the said Post-Office Department of the United States as especially fitted by reason of their honesty and qualifications to serve in the postal service.

Second. Whereas Charles F. W. Neely left for the United States on April twenty-eighth, nineteen hundred, soon after he heard that an examination of his office was to be made, and as the examination made by Colonel George H. Burton, Inspector-General, U. S. A., showed upon a comparison of the balance on hand and the balance appearing on the account books, that more than ten thousand dollars was missing; the attorney of the military government placed these facts before the court of examination, which proceeded to make a judicial investigation; this cause being instituted, in which an order was made on September 30th, nineteen hundred and one, declaring the preliminary proceedings closed, which order was confirmed by the chamber on the following twenty-first day of October.

Third. Whereas Charles F. W. Neely and William H. Reeves, acting in concert, applied to their own use the proceeds of the sale of postage stamps and other postal funds received from the United States for expenditure in the island of Cuba, instead of depositing the same in the North American Trust Company, originally designated for the purpose, and subsequently in the general treasury of the island of Cuba, Neely actually retaining the funds in his possession and Reeves officially approving the acts of the latter, making the entries conducive to a fraudulent arrangement of the accounting, omitting such entries as would

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have shown the existence of these acts at the proper time, thus constituting a concert of wills and acts, by virtue of which and the violation of the duties incumbent upon said accused by virtue of the offices which they respectively filled.

The postal department of the island of Cuba, during the period embraced between January first, eighteen hundred and ninety-nine, and April twenty-eighth, nineteen hundred, was gradually deprived of funds belonging to the same to an amount exceeding one hundred thousand dollars, it being impossible to state exactly the amount nor the proportions which the guilty parties received. In order to conceal the difference which could not fail to appear between the amount of stamped matter received from the United States and the amount deposited as the proceeds thereof, when the new Cuban stamps were put in circulation in place of the original stamps of the United States arranged for Cuba, known as "surcharged," they conceived the idea, which they later carried into effect at this stage, already in complicity with the accused Rathbone, as will appear below, of burning the surcharged stamps, and on doing so on two different occasions, September eleventh and December thirteenth, eighteen hundred and ninety-nine, they pretended that stamps of a value considerably greater were being burned than were actually destroyed; facts in controvention of the truth which they embodied in an official report, subscribed by Neely and Reeves, in conjunction with Inspector D. Marfield, and transmitted the same to the director-general, the accused Rathbone, who ordered that the total amount of the supposed value of the burned stamps be credited to the account of Neely.

Fourth. Whereas it has been proved that the acts referred to which took place in the postal department of the island of Cuba were perfectly known to the director-general thereof, Estes G. Rathbone, and that even while pretending the contrary, he not only failed to take efficacious measures necessary to prevent the same, but also permitted and deliberately ordered, and without necessity, stamps to be burned which served to conceal these acts, in which he also profited to an amount which it has been impossible to determine.

Fifth. Whereas it is proved that Charles F. W. Neely and William H. Reeves, acting in concert, entered as official expenses of the postal department, paying the same by means of checks cashed by Neely, charged to the account of postal funds, without legitimate vouchers in some cases and without vouchers of any kind in others, different items under the generic denominations of "freght, lighterage, repairs, hardware, miscellaneous material, transfer of safes, and account of the acting postmaster of Cienfuegos, H. Tyner," amounting in all to the sum of two thousand eight hundred and seventeen dollars and twenty-two cents, which they devoted to their own use, it not having been proved that the item of two hundred and forty-nine dollars and fifty cents, exchange of Spanish gold to currency, which was also a subject of the accusation of the fiscal, was fictitious.

Sixth. Whereas it is proved that Estes G. Rathbone, far from preventing the carrying out of the acts specified in detail in the preceding "resultando" (whereas), in which he in his turn derived profit, on his part permitted their execution, and also that several items of his personal and exclusive account be included in and also charged as official expenditures of the postal department, such as laundry bills for the coachman, expressage of three cases of liquors, bill of the "Bazar Universal," miscellaneous expenses in the Cerro, and gas bill also in the Cerro, amounting altogether to the sum of one hundred and fifty-seven dollars and five cents, in the first place, and in the second, a subscription to the illustrated periodical called "El Figaro," and repairs in the Cerro, the total amount of which is seventy-five dollars and sixty cents.

Seventh. Whereas it is proved that Charles F. W. Neely and William H. Reeves, acting in concert, paid to M. Ruiz and Company a bill for stationery amounting to fifty-three dollars and ten cents by check number two thousand seven hundred and twenty-six; and later making use of the debtor memorandum for said goods, they had check number three thousand seven hundred and forty-two issued for the same sum to the order of M. Ruiz and Company, supplanting the signature of the latter and appropriating the amount thereof, no proof having been adduced showing that Rathbone participated in this act.

Eighth. Whereas it is proved that Charles F. W. Neely and William H. Reeves, acting in concert, paid to the Spanish Light and Power Company for the consumption of gas during the month of April, eighteen hundred and ninety-nine by check number two thousand seven hundred and twenty-eight for one hundred and sixteen dollars and twenty-six cents, taking up check number two thousand seven hundred and thirteen for one hundred and twenty-five dollars

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fifty-six cents, properly issued and given out by error; and instead of destroying it they appropriated it to their own use, no proof having been adduced that Rathbone had any participation in this act.

Ninth. Whereas it is proved that Charles F. W. Neely and William H. Reeves, acting in concert, sent checks in duplicate to the postmasters of Cardenas, Matanzas, Santa Clara, San Diego del Valle, Cascajal, Trinidad, Tunas de Zaza, Paso Real de San Diego, Sidra, and San Luis for the payment of their salaries, amounting altogether to the sum of eight hundred and fifty-eight dollars thirty-two cents. And upon their being returned by the addressees, who had already been paid, instead of cancelling or annulling them in order to correct the error which may have been incurred, they deposited them with the North American Trust Company, the endorsement thereof being secured in some cases, or having the endorsements written by a third person in others; and by this means Reeves entering to the credit of the chief of the bureau of finance in the account books the amount of said checks as original postal receipts, Neely was enabled to dispose to their mutual advantage of an equal amount of the proceeds of the sale of stamps, which he received in cash, the funds of the postal department suffering by this means a loss of eight hundred and fifty-eight dollars thirty-two cents.

Tenth. Whereas it is proved that Charles F. W. Neely executed the following acts:

A. Four checks having been issued on the North American Trust Company, bearing numbers three thousand six hundred and forty-nine, three thousand six hundred and forty, three thousand six hundred and forty-one, and three thousand six hundred and thirty-nine for the payment of the salaries of the personnel of the postal department for the first half of the month of July, eighteen hundred and ninety-nine, and the price of five mules purchased for said department; he subsequently had four more checks issued in the same form and for the same items and amounts as the former, bearing numbers five thousand, five thousand and one, five thousand and two, and five thousand and three, and obtaining the endorsements of their respective payees, he cashed said checks and converted the sum thereof, amounting to eight thousand and fifty-seven dollars and seventy-one cents United States currency, to his own use, to the loss of the funds of the postal department. The signature of "Estes G. Rathbone" was written on the last-named checks by P. H. Bristow in compliance with express instructions given him by Rathbone to write his name on the back of all checks presented to him for signature by the chief of the finance bureau or any of its employees; without any evidence having been adduced proving the participation of Rathbone or Reeves in this act.

B. E. G. Rathbone having by error been given credit on the books of the North American Trust Company instead of E. F. Ladd, general treasurer of the island, in July, eighteen hundred and ninety-nine, for a deposit of twelve thousand dollars, representing postal funds, upon the error being corrected by the respective transfer authorized by Rathbone, Neely obtained from P. H. Bristow, acting director, in November of the same year, the issue of a check for a similar amount, twelve thousand dollars, under the pretext that it was necessary, not to draw money, but merely for the purpose of perfecting an entry and to correct an error in the books of the bank; and, collecting the check, he later deposited the proceeds thereof in the bank to the credit of the director-general of posts, on the fifteenth day of December, obtained a certificate of deposit as if new receipts were involved, and therewith he caused to be entered upon the books of the auditor and upon those of the finance bureau a new deposit in his favor, fictitious, of twelve thousand dollars, causing a loss of such sum to the funds of the postal department;

C. He obtained possession of a package containing fifty thousand ten-cent stamps, amounting to five thousand dollars, and charged C. M. Rich with the sale thereof, during the absence of the said Neely in the United States, the proceeds to be divided between both in equal halves. Rich delivered the package to the military governor of the island;

D. He diverted from the funds of the postal department a sum equivalent to the amount of his salary for the month of May, nineteen hundred, amounting to two hundred and fifty-five dollars and fifty cents, upon his departure for the United States the preceding month of April, leaving a receipt therefor, and he caused the receipt to be considered as cash on hand, which was restored by his substitute, C. M. Rich;

E. He interested himself in the furnishing of printed matter and stationery for the offices of the postal department, which was done by the Neely Printing

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Company, Muncie, Indiana, of which he was the principal partner; independently of the benefit he derived as a result of this business, which, during the period from May, eighteen hundred and ninety-nine, to April, nineteen hundred, exceeded ten thousand dollars, he made use by discount in his favor against the accounts paid by the department of posts in May and June, eighteen hundred and ninety-nine, and to the prejudice of the same, of sums amounting to one hundred and fourteen dollars United States currency;

F. He likewise interested himself in the purchase of safes without keys for the various offices of the department of posts which had been entrusted to him, diverting to his favor against and to the prejudice of the funds of said department discounts amounting to three thousand two hundred and ninety-two dollars United States currency;

G. He proposed to Reeves that he should maliciously arrange the books of postal accounts in such manner that his frauds would be covered, leaving him a package containing four thousand six hundred dollars as the price of his bribe, when he left for the United States, the twenty-eighth of April, nineteen hundred. Reeves turned over said sum to the military governor; and

H. He appropriated one thousand eight hundred dollars of the proceeds of the daily sale of stamps made for cash in the post-office of Havana, ordering the employés of the same, Jorge Mascaro y Alberti and Eduardo Moya y Fernandez, not to enter the entire sale upon the requisitions nor upon the invoices or books, and to turn over to him the amount they should fail to enter, causing a loss to that extent to the funds of the department of posts.

Eleventh. Whereas it is proved that Estes G. Rathbone executed the following acts:

A. He ordered that there should be paid from postal funds in his custody expenses of a personal character for his exclusive comfort and recreation, such as rentals of apartments, used as reception rooms and sleeping rooms for members of his family and servants; stables; installations of water-closets, bathrooms, and toilet rooms; painting of doors and walls; parlor furniture, furniture for bedrooms, dining room, and kitchen; domestic effects; purchase of a carriage and accessories, support of the same, and salaries of coachman, lackey, stablemen, and gardener, the total sum of these expenses which were charged to the funds of the department of posts amounting to eight thousand and thirty-one dollars and thirty-one cents United States currency during the period embraced between March first and September fifteenth, eighteen hundred and ninety-nine, evidence having been adduced to prove that at the request of the accused, Rathbone, that he be granted a house, contained in a private letter dated July three, eighteen ninety-nine, to the Postmaster-General of the United States, the latter replied by cable on the seventh of the same month that he be allowed a house in addition to his salary, a concession which was carried out in an official letter of the nineteenth of December of the same year from said Postmaster-General to the accused;

B. An annual salary of four thousand dollars having been assigned him when he took possession of his office, according to an official letter of the twenty-first of December, eighteen hundred and ninety-eight, from the Postmaster-General of the United States, he solicited and obtained a further concession of five dollars per diem, according to an official letter of January thirtieth, eighteen hundred and ninety-nine; and as subsequently, in a private letter of March thirtieth of the same year, he requested another increase of salary, the Postmaster-General of the United States answered him in a private letter of June nineteenth that his salary would be fixed at six thousand five hundred dollars per annum, in which case he would be obliged to discontinue the per diem allowance and that he awaited his reply before taking definite action. Rathbone confined himself to an answer stating that that would represent an increase of six hundred and seventy-five dollars above his remuneration; and upon his salary being raised to six thousand five hundred dollars and a free residence, according to an official letter of the Postmaster-General of the United States, dated December nineteenth, eighteen hundred and ninety-nine, he continued collecting the per diem allowance of five dollars, in addition to his salary, from August first, eighteen hundred and ninety-nine, to April thirtieth, nineteen hundred, the total sum represented by said allowance being one thousand three hundred and sixty-five dollars;

C. He paid with money belonging to the postal funds his official expenses, as well as those of members of his family, when they accompanied him upon an inspection tour of the island during the month of April, eighteen hundred and ninety-nine, for hotels, meals, and extras, amounting to one hundred dollars,

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and he appropriated to himself five hundred dollars in full, the amount of one of the two checks which were issued to him to pay for the expenses of said tour for the same sum, it having been impossible to determine the amount he paid for the expenses of his family exclusive of his own;

D. He paid with money from postal funds expenses of transportation, board, and lodging for himself and his secretary, W. E. Wilmot, in Cincinnati, Cleveland, Hamilton, and other points of Ohio, on a trip which he made to the United States in April and May, eighteen hundred and ninety-nine, authorized by the Postmaster-General, said expenses for hotel, board, and extras amounting to one hundred and twenty-three dollars and thirty-six cents; and he appropriated to himself five hundred and seventy-four dollars and fifty-five cents, the remainder of two checks for five hundred dollars each which were issued to him to pay for the expenses of said trip, without it having been possible to prove that the trip from Washington to the cities above mentioned was not on official business connected with his department; and

E. He paid with money from postal funds expenses of an official character for himself in Cleveland and Cincinnati, Ohio, and for his family in New York on a trip which he made to the United States in October and November, eighteen hundred and ninety-nine, authorized by the Postmaster-General, said expenses for hotel, meals, and extras amounting to two hundred and eighty-six dollars and seventy-three cents, without it having been possible to determine the expenses for his family exclusive of his own. The sum of six hundred and seventy-three dollars and twenty-three cents, the remainder of three checks of five hundred dollars each, which were issued to him to defray the expenses of said trip, was returned by Rathbone to the chief of accounts, William H. Reeves.

Twelfth. Whereas it is proved that William H. Reeves appropriated to himself the sum of six hundred and seventy-three dollars and twenty-three cents, returned to him by Rathbone as the balance of three checks issued to him to defray the expenses of the latter's trip to the United States in October and November, eighteen hundred and ninety-nine, instead of turning it in to the credit of the funds of the department of posts, which suffered a loss of said amount.

Thirteenth. Whereas the public prosecutor in his conclusions, which were finally sustained, specified the acts which he classified as constituting the crime of misappropriation, described and punished in the fifty-fifth section of the Postal Code, such being also those referred to in the third, seventh, and ninth resultandos (whereas) of the crime of falsity referred to in article three hundred and ten of the Penal Code; those indicated by letters E, F, and G of the tenth, of the crimes of direct and indirect illegal exaction and bribery, defined and penalized by articles four hundred and eight and three hundred and ninety-eight of the Penal Code, exclusively; he considered the accused Rathbone, Neely, and Reeves liable for the acts contained in the third, fourth, fifth, sixth, seventh, and eighth resultandos and letter A of the tenth; the accused, Neely and Reeves, of those contained in the ninth; the accused, Rathbone, of those contained in the eleventh; the accused, Neely, of those contained in letters B, C, D, E, F, G, and H of the tenth, and the accused, Reeves, of those contained in the twelfth; he withdrew the charge he had provisionally brought with regard to Eduardo Moya y Fernandez and Jorge Mascaro y Alberti, whose acquittal he requested, with regard to the acts appearing under letter H of the tenth resultando; he did not qualify the concurrence of circumstances modifying the criminal liability of any kind, although he stated that with regard to the acts embodied both in the Postal Code and in the Penal Code, such elements should be taken into consideration for the purposes of graduating the punishment, within the full powers with which the former vests the court; he abstained from requesting any punishment for the acts indicated by letters E, F, and G of the tenth resultando, for the reason that the extradition of Charles F. W. Neely, liable for the same, had been granted only for the crime of malversation, and because such acts constituted crimes of a different character; and he demanded that the accused, Rathbone, Neely, and Reeves, be condemned for the crime referred to in the third and fourth resultandos to imprisonment for ten years and the payment of a fine of one hundred and twenty-two thousand six hundred and thirty-one dollars each; for the crime referred to in the fifth and sixth resultandos, to one year's imprisonment and a fine of three thousand two hundred and ninety-nine dollars; for that metioned in the seventh, to six months' imprisonment and a fine of one hundred and twenty-five dollars; for that referred to in the eighth, to one year and six months' imprisonment and

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a fine of fifty-three dollars, and for that indicated by letter A of the tenth, to one year's imprisonment and a fine of eight thousand and fifty-seven dollars; the accused, Neely and Reeves, of the crime referred to in the ninth resultando, to six years' imprisonment and a fine of eight hundred and fifty-eight dollars; the accused, Rathbone, for the crime mentioned under letter A of the eleventh resultando, to the payment of a fine of eight thousand and thirty-one dollars; for that under letter C, to six months' imprisonment and a fine of six hundred dollars, for that under letter D, six months' imprisonment and a fine of six hundred and ninety-seven dollars, and for that under letter E, to six months' imprisonment and a fine of two hundred and eighty-six dollars; the accused, Neely, for the crime indicated by letter B of the tenth resultando, to six months' imprisonment; for that under letter C, to six months' imprisonment; for that under letter D, to the payment of a fine of two hundred and fifty-five dollars, and for that under letter H, to one year's imprisonment and a fine of one thousand eight hundred dollars; and the accused, Reeves, for the crime referred to in the twelfth resultando, to one year's imprisonment and a fine of six hundred and seventy-three dollars.

Fourteenth. Whereas, in their final conclusions, counsel for the accused, Eduardo Moya y Fernandez, Jorge Mascaro y Alberti, and William H. Reeves, denied the participation of their clients in the acts charged to them. Counsel for Charles F. W. Neely pleaded that the latter's extradition had been illegally requested and proposed, in accordance with the third section of article eight hundred and twenty-six of the Law of Criminal Procedure, as being a foreigner he had sought refuge in his own country, for which reason the court lacked jurisdiction to try him; he denied the existence of the frauds charged to his client and in every respect the participation of the latter in the same, and he sustained that if the acts were considered proved all of them could not constitute but one crime of fraud. Counsel for Estes G. Rathbone denied that the latter had at any time committed a crime or misdemeanor (falta), and demanded that it should be expressly declared that his client had not proceeded with malice nor with neglect in any of the acts upon which the public prosecutor maintains his accusation.

Fifteenth. Whereas by the same order of October twenty-first, nineteen hundred and one, confirming that declaring the preliminary proceedings closed, the proceedings were temporarily dismissed with regard to Edward Payne Thompson, who was a party in this cause, one-sixth of the court costs being taxed against him.

First. Considering (considerando) that the public prosecutor having withdrawn the accusation and being the only prosecuting party, in so far as the accused Eduardo Moya y Fernandez and Jorge Mascaro y Alberti are concerned, in compliance with the principles upon which the present system of accusation is based, only an order for their acquittal lies.

Second. Considering that with regard to the acts indicated under letters E, F, and G of the tenth resultando the public prosecutor does not include them in his charge, believing with reason that they are foreign to the crime of malversation for which Neely—liable for the same—was extradited, they cannot be the subject of a judicial decision.

Third. Considering that the political transformation which took place in the island of Cuba, beginning the first of January, eighteen hundred and ninety-nine, was the cause of many legal precepts in force up to that time, finding no application on account of their character, among which are all those in which reference is made to stipulations agreed upon in treaties with foreign powers, which the island of Cuba has not been able to celebrate.

Fourth. Considering that the island of Cuba having been under military occupation since that date by the Government of the United States, and public offices therein being discharged by American citizens as administrative officers, when the latter err in the exercise of their functions they cannot plead their condition of foreigners for the purpose of availing themselves of the precept contained in the third article of articles eight hundred and twenty-six of the Law of Criminal Procedure, as drawn during the period of the Spanish domination, when it was impossible for a case to arise of a foreigner holding public office, because the application of the said precept at the present time and during the time of American occupation would produce for the benefit of American citizens acting as public officers, in the event of their offending, an immunity which would not in a similar case embrace Cuban public officers, and to which the honor and just spirit of the intervening government would never agree.



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Fifth. Considering that for the grounds stated the petition of counsel for Charles F. W. Neely that the court declare itself without jurisdiction to take cognizance of this cause against the same, on the ground of his extradition having been illegally demanded, proposed, and granted, cannot be considered well taken.

Sixth. Considering that the falsities referred to in the third, seventh, and ninth resultandos of this decision, mentioned by the public prosecutor, cannot be considered in this cause, which is confined to the crime of malversation in the offices of the department of posts, the only one which determines the extradition of Neely.

Seventh. Considering that the acts declared proved in the third and fourth resolutandos constitute the crime of malversation of funds of the department of posts, described and punished by section fifty-five of the Postal Code promulgated in this island by order number one hundred and fifteen, headquarters Division of Cuba, on July twenty-first, eighteen hundred and ninety-nine, and a penalty specified of not less than six months' nor more than ten years' imprisonment, or a fine equal to the amount embezzled, or both, the accused, Neely, Reeves, and Rathbone, being liable for said crime as principals by direct participation; for the reason that availing themselves of the means set forth in the statement of these acts Neely diverted to his own use, and Reeves permitted such diversion, Rathbone profiting in his turn, of money belonging to the department of posts to the prejudice of the same and to an amount exceeding one hundred thousand dollars, it being impossible to fix the amount precisely.

Eighth. Considering that the acts which are declared proved in the fifth and sixth resultandos constitute the same crime, the three accused mentioned being liable therefor as principals by direct participation, with regard to the amounts of two thousand eight hundred and seventeen dollars and twenty-two cents, and one hundred and fifty-seven dollars and twenty-five cents, specified therein: but with regard to the sum of two hundred and forty-nine dollars which it has not been proved to have been fictitious, there absolution for lack of evidence lies, and with regard to the item of seventy-five dollars and sixty cents, of the private account of Rathbone, he must also be acquitted for the reasons embodied in the eleventh considerando.

Ninth. Considering that the acts declared proved in the seventh, eighth, and ninth resultandos constitute the same crime, the accused, Neely and Reeves, being liable therefor as principals by direct participation, the loss caused to the funds of the department of posts amounting to the sum of one thousand and thirty-six dollars and ninety-eight cents; and the participation of Rathbone in the acts referred to in the seventh and eighth resultandos not having been proved, he is acquitted with regard to the same.

Tenth. Considering that the acts declared proved in the tenth resultando, indicated by letters A, B, C, D, and H, constitute the same crime, for which the accused, Neely, is liable as principal by direct participation, the loss to the funds of the department of posts for the acts mentioned under letters A, B, and H amounting to the sum of twenty-one thousand eight hundred and fifty-seven dollars and seventy-one cents, those indicated under letters C and D not causing any loss; and the participation of Rathbone or Reeves not having been proved in the act indicated by letter A of the said resultando, they must be acquitted with regard thereto.

Eleventh. Considering with regard to the act indicated by letter A of the eleventh resultando by which the public prosecutor brings a charge against the accused, Rathbone, that from the evidence adduced during the arguments, and especially from the accounts submitted by the Secretary of War to the Senate of the United States Committee on Relations with Cuba, concerning the period embraced between January first, eighteen hundred and ninety-nine, and April thirtieth, nineteen hundred, printed in Washington, published in two volumes, of which two copies have been filed by the defense as evidence, it appears that expenses identically similar to those charged to the accused, Rathbone, for self-comfort and luxury have been contracted without protest or any disapproval by a large number of commanders and officers of the army of occupation of the United States, many of whom enjoyed in the military order a rank ostensibly lower than that pertaining in the civil order to the director-general of posts of the island of Cuba; and in the presence of this fact and absence of any provision which may have been invoked as prohibitive of such disbursements, although at first sight its reason in justice may be questionable, the court cannot consider criminal on the part of Rathbone that which undoubtedly, for

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reasons of another character which may very well be legitimate, has been tolerated and accepted in a general manner.

Twelfth. Considering, with regard to the salaries of the coachman, lackey, stablemen, and laborer, that their appointment may be considered as having been made by virtue of the authority which is left to the discretion of the director-general of posts by the first section of the Postal Code.

Thirteenth. Considering, with regard to the act indicated under the letter B of the eleventh resultando, which the public prosecutor charges against the accused, Rathbone, that far from it being possible to consider that the latter continued collecting his per diem of five dollars, in addition to his salary, knowing that he had no right thereto, after the latter was raised to six thousand five hundred dollars; from the correspondence between the Postmaster-General of the United States, whom it behooved to fix the salary of Rathbone and the accused, and contained especially in the letters of July nineteenth, July eighth, and December nineteenth, eighteen hundred and ninety-nine, of the first, and third of July, of the same year, of the second; it is inferred that the right to collect the per diem not having been withdrawn from him in an expressed manner, the accused could reasonably suppose that he retained it together with his increased salary, and consequently it cannot be established that in collecting the per diem he acted fraudulently, an essential element and indispensable requisite to enable the act to be qualified as constituting a crime.

Fourteenth. Considering that the acts which are declared proved in the eleventh resultando, marked with letters C, D, and E, constitute the crime of malversation (embezzlement) referred to in section fifty-five of the Postal Code, and the accused, Rathbone, is liable therefor as principal by direct participation, having caused a loss to the funds of the department of posts in the sum of one thousand dollars, value of the two checks for five hundred dollars each which he appropriated, without its being possible to determine the amount of loss suffered by the department by reason of the expenses upon the trips for his family.

Fifteenth. Considering that the acts which are declared proved in the twelfth resultando constitute the said crime of which the accused, Reeves, is guilty as principal by direct participation, the amount of his appropriation, to the loss of the funds of the department of posts, being the sum of six hundred and seventy-three dollars and twenty-three cents.

Sixteenth. Considering that in the present case the consideration of circumstances modifying criminal liability has no legal effect, for the reason that the Postal Code, applicable to the subject-matter, leaves the imposition of the penalty within the limits specified therein to the discretion of the court.

Seventeenth. Considering that the declaration of civil liability of which the Postal Code does not treat is also unnecessary, more especially so because the penalty of a fine indicated in the same is equivalent to the indemnity to the State, which is the one prejudiced and to whom the amount of the fines pertains.

Eighteenth. Considering that, as is adduced from the statement of all the acts embodied in this decision and from the participation attributed therein to the three accused, Neely, Reeves, and Rathbone, in the manner specified, the different forms used by the same to attain their end of appropriating money of the department of posts must be considered as constituting a single continuous violation during a specific period of time, the appropriation of the money, to which tended repeated singular and particular acts not singly possible of juridical consideration as a distinct violation, but altogether as the violation of one legal precept by a multiplicity of actions or successive omissions; consequently each one should be condemned as guilty of a single crime to the penalty affixed by law, which, in the judgment of the court, should be applied in the highest limit of imprisonment, together with the fine, in view of the malice of the accused and the great loss caused.

Nineteenth. Considering that the total amount of the misappropriations of which Neely, Reeves, and Rathbone are guilty amounts to one hundred and two thousand nine hundred and seventy-four dollars and forty-seven cents, an amount which should be divided into three parts among the three for the purposes of the imposition of the penalty of a fine pertaining to each, thirty-four thousand three hundred and twenty-four dollars and eighty-two cents, those chargeable to Neely and Reeves to one thousand and thirty-six dollars and ninety-eight cents, which must be divided into halves between the two, that is to say, five hundred and eighteen dollars and forty-nine cents to each; that of Neely exclusively to twenty-one thousand eight hundred and fifty-seven dollars and seventy-one cents,

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those of Reeves six hundred and seventy-three dollars and twenty-three cents, and those of Rathbone one thousand dollars.

Twentieth. Considering that according to article two hundred and thirty-nine of the Law of Criminal Procedure, sentences which close a cause must contain a statement regarding the payment of the costs of procedure, which may consist, according to the second number of article two hundred and forty, in taxing their payment against the accused, specifying the proportional part which each shall answer for if there be more than one accused, precepts to which the court must conform without the fact of the prosecutor not having made any request in this connection being an obstacle thereto.

In view of the legal provisions cited, order number twenty-six, series of nineteen hundred, headquarters Division of Cuba, and article seven hundred and forty-one of the Law of Criminal Procedure.

*We decide*, That we must condemn, and we do condemn, the accused, Charles F. W. Neely, as liable as author by direct participation for the acts contained in the third to the ninth resultando, and those indicated by letters A, B, C, D, and H of the tenth, constituting a crime of malversation of postal funds, to the penalty of ten years' imprisonment and a fine of fifty-six thousand seven hundred and one dollars and two cents, and we acquit him of the charge relating to two hundred and forty-nine dollars and fifty cents mentioned in the fifth; the accused, William H. Reeves, as liable as author by direct participation of the acts contained in the third to the ninth and twelfth resultando, constituting the crime of malversation of postal funds, the penalty of ten years' imprisonment and a fine of thirty-five thousand five hundred and sixteen dollars and fifty-four cents, and we acquit him of the charge relative to two hundred and forty-nine dollars and fifty cents mentioned in the fifth, and of that contained in letter A of the tenth; the accused, Estes G. Rathbone, as liable as author by direct participation for the acts contained in the third to the sixth resultandos, and those under letters C, D, and E of the eleventh, constituting the crime of malversation of postal funds, to the penalty of ten years' imprisonment and a fine of thirty-five thousand three hundred and twenty-four dollars and eighty-two cents, and we acquit him of the charge relating to two hundred and forty-nine dollars and fifty cents mentioned in the fifth, of that relative to seventy-five dollars and sixty cents referred to in the sixth of the said acts in the seventh and eighth resultandos and letter A of the tenth, and of those under letters A and B of the eleventh; we acquit the accused, Jorge Mascaro y Alberti and Eduardo Moya y Fernandez, and let the bonds furnished by the same be cancelled; in the service of the sentence of the accused, Neely, Reeves, and Rathbone, let one-half of the provisional imprisonment which they may have suffered be computed therein; three-sixths of the costs of the preliminary proceedings and two-fifths of those arising in this audiencia are declared de oficio, the remainder are taxed against the accused, Neely, Reeves, and Rathbone, in equal parts; let all documents received from the department of posts be returned to the same, and to Dr. Jose Antonio Gonzalez Lanuza the document which he delivered during the sessions of the oral trial for the information of the chamber, and when this decision becomes final let a report be made with the statement of the attachment of the property of the accused, in order that the proper steps may be taken in the last-named incidental issue.

It is made a matter of record that the character and extent of the cause did not permit a decision thereof within the legal period.

Thus by this, our sentence, we pronounce, order, and sign.

I certify.

CARLOS E. ORTIZ.
JOAQUIN DEMESTRE.
J. M. AGUIRRE.
JOSE MARIA DE LA TORRE.
EDUARDO AZACARATE.

The preceding sentence was read and published by the justice ponente at a public hearing on the date thereof.

I certify.

HECTOR DE SAAVEDRA.

WASHINGTON, D. C., *March 13, 1903.*

I hereby certify that the foregoing is a correct translation of the respective decisions in Spanish, to the best of my knowledge and belief.

FRANK L. JOANNINI,
*Official Translator, Insular Bureau, War Department.*

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EXHIBIT No. 1.

The following extract from a letter of the Postmaster-General to Mr. Rathbone, dated May 12, 1900, sets forth very clearly the opinion of the Postmaster-General concerning the expenditures of Mr. Rathbone:

"I have to-day for the first time seen certain of your bills as director-general of posts, which were brought here by Colonel Burton. Some of these bills are not only without authority or justification, but are scandalous, and never should have been passed or paid. The auditor, who was responsible to a different department, was inexcusably culpable in allowing them, and your action in presenting them for allowance was grossly reprehensible. Without waiting for a review and reconsideration of these bills by a rightful audit, you should at once reimburse to the island treasury the sums thus improperly paid."

*See Rathbone's reply to P. M. General*, p. 28.

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EXHIBIT No. 2.

The following correspondence shows very clearly the attitude of the Secretary of War in the matter of the conspiracy charge. Major Dudley's communication addressed to me was in reply to a verbal request for his opinion as to the advisability of a joint trial. I asked him for his opinion, as I was apprehensive as to the effect of failure to convict under the charge of conspiracy. I also communicated my apprehensions to the Secretary of War, and forwarded to him a copy of Major Dudley's endorsement:

"April 6, 1901. Edgar S. Dudley, major, judge-advocate, U. S. A., judge-advocate of the Department of Cuba. Submits memorandum: 'In my opinion there will be a greater probability of conviction of at least one of these men if they are tried separately for their individual offenses, and each would be more likely to receive a sentence adequate to the degree of his criminality. In the way and manner proposed there is possibility for the escape of the one criminal, if there be but one. If they are to be tried for conspiracy, the evidence thereof should be positive and complete, that "he who runs may read," otherwise (and perhaps even then) the defence may be too strong in the court. Of the sufficiency of the evidence the fiscal in charge, who is investigating the case, must necessarily be relied on as the judge and be held responsible. Escape from conviction will be easier with the three united in defence on trial than if each is made to stand upon his own responsibility. Respectfully submitted.'"

"April 20th, 1901. The Secretary of War, Washington, D. C. Letter to the military governor, island of Cuba, as follows: 'Sir: The objections stated by Major Dudley, judge-advocate of the Department of Cuba, to turning the several prosecutions of Neely and others for postal frauds into a joint prosecution for conspiracy seems to me to be conclusive. They agree with the views which I have already entertained, based upon the character of the offenses indicated by the Bristow and Lawshe reports. Upon a trial for conspiracy the gravamen of the offense is the conspiring, and although each defendant may be proved to have been guilty of any number of individual crimes, yet he must go free unless it is shown that those crimes were committed pursuant to an agreement between the defendants. In this case, while it is clear that there were crimes committed, it seems exceedingly doubtful whether they were committed pursuant to any agreement between the different criminals, or, if there was such an agreement, whether it can be proved. So long as the separate crimes can be proved there is no reason for assuming the additional burden of proving an agreement. I think the cases should proceed separately, and C. F. W. Neely should be first brought to trial with all practicable speed, and the other cases should follow in their due course after the termination of his trial.'"

Upon receipt of the Secretary's answer, I referred it, together with the opinion of Major Dudley, to Judge Hevia, special fiscal or prosecuting attorney. The following is his reply:

"May 5th, 1901. The special fiscal, Judge Arturo Hevia, returns the above letter from the Secretary of War, together with his letter in regard thereto, as follows:

"'In compliance with your orders, the undersigned has the honor to report, in connection with the matter referred to in the letter addressed to you on the 20th of April last, by the honorable the Secretary of War. In the aforesaid

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respectable communication, which I have before me, it is supposed, no doubt, due to the suggestions of Major Dudley, to which reference is made therein, that the several frauds committed at the department of posts have been considered in one joint prosecution for conspiracy. This action is held to be inadequate, for the reason that in such case the gravamen of the offense consists in the conspiring, and although each defendant may be proved to have been guilty of any number of individual crimes, yet they must go free unless it is shown that those crimes were committed pursuant to an agreement beween the defendants. Furthermore, it is sustained that there is no reason for assuming the burden of proving an agreement, so long as the separate crimes can be proved. In the first place, it seems proper to state that the undersigned should consider this case, taking into account exclusively the methods of procedure in force in Cuba, for the reason that the court called upon to decide the case will conform necessarily to said law only. In conformity with the provisions of the law mentioned, the consolidation of two or more prosecutions into one merely causes one prosecution to exist, as well as that only one oral trial take place, and same is common to all cases—namely, that the judge of inquiry carry out the investigation of the different offenses, in only one proceeding, and that the court call(ed) upon to decide the case take cognizance of such offenses, either in one or in several sessions of the trial. The consolidation aforesaid take place, in cases where offenses connected with each other are involved (defined in Art. XVII of the Law of Criminal Procedure.—N. T.), and the judge should order same, in compliance with the provisions of art. 300 of the Law of Criminal Procedure aforementioned, but same—namely, the consolidations stated—to not give rise to any consequences whatsoever, other than those mentioned in the preceding paragraph of this communication. Therefore, said consolidations exercise no influence whatsoever in the form or manner in which the complaint must or should be made, and much less compels the libellant to sustain nor to prove that the defendants entered into a prior agreement in order to commit several offenses.

"'In conformity with articles 649 and 650 of the aforesaid Code of Criminal Procedure, after the summary proceedings have been completed and the oral trial opened in all proceedings whatsoever, whether the same refer to only one or to several offenses, and whether there has existed the consolidations of summary proceedings or not, the public prosecutor prepares his petition embodying the complaint, making the judicial qualification of facts investigated, and this he does with complete liberty. Consequently under any circumstances he is placed in proper condition to prepare the complaint in the manner he may deem proper and just, and lay the charges which he deems can be substantiated, thus rendering the complaint successful. Furthermore, art. 653 of said law authorizes the public prosecutor and the parties to the suit to present on each one of the points which must be considered upon the qualification of the crime (namely, the specification of the crime, the participation that one or several delinquents may have had in the commission thereof, the consideration of the aggravating, attenuating (extenuating), or exempting circumstances of criminal responsibilities, and the specifications of the penalties which should be imposed) two or more alternative conclusions, that in order if from the oral trial it should appear that the first is not proper any of the others may be considered in the sentence. Therefore, in conformity with the methods set forth in the Code of Criminal Procedure it is perfectly legal (and the public prosecutor runs no risk whatsoever of permitting the offense to go unpunished) to sustain that there existed a prior agreement among the defendants for the commission of several crimes, and that if this complaint is set aside for lack of evidence, each offense should be considered separately, and each delinquent punished without taking into consideration the conspiring, in conformity with the participation which each offender may have had in the material commission of the punishable fact. Even more the qualification of the offenses, to which I am making references, is of a provisional nature, inasmuch as in conformity with art. 732 of said Law of Criminal Procedure the public prosecutor, as well as all the other parties in the case, after all the evidence produced at the oral trial has been taken, at the close of said trial, and in view of the evidence mentioned have the right to change the provisional complaint or qualification of the offense and to prepare a new one.

"'In case they should deem it expedient they can also make this complaint or qualification alternatively. Thus after the provisional complaint or qualification had been prepared, stating that conspiracy existed, if this conspiracy is not substantiated at the oral trial, same may be set aside and the final complaint or

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qualification may be presented in a different manner. Lastly, in case the public prosecutor should urgently insist in sustaining an illegal complaint, the court could, as stated, in accordance with the law cited and in conformity with a great many decisions of our higher courts, sentence for a crime less grave than the one complained against, and, furthermore, the court can also declare that such a person indicted has participated in the commission of one or more offenses, sentencing him, and that another person has not taken part in the commission of the offense acquitting him, and this action can be taken by the court even if the public prosecutor should have charged both offenders with the same responsibility. I believe I have shown that, taking into consideration the methods of procedure which must be adopted necessarily by the courts called upon to take cognizance and to render sentence concerning the frauds and embezzlements in the Cuban postal department, the fact of the prosecution against C. F. W. Neely et al. and that against E. G. Rathbone having been consolidated by virtue of an order issued by the court on March 5th last, did not exist because those two prosecutions have been turned into only one of conspiracy, nor that the consolidation entails that charges for conspiracy must be laid, and neither is this action obligatory. Furthermore, supposing that this complaint for conspiracy should be made at the proper stage of the proceedings, same would not render the trial useless, for the court would be bound to declare that the delinquents were not responsible in consequence of the prior agreement between them not having been substantiated.

"'At present when the proceedings preliminary to the oral trial are about to be closed, same only pending that the evidence be supplemented, among others, with the very important one of the letters requisitorial issued to several States in the United States of America in order to secure papers and depositions of witnesses, it would be hazardous to render an opinion concerning the manner in which the public prosecutor should prepare his complaint, but the undersigned is at once enabled to anticipate that for the present he intends to solicit that the different offenses in question be considered independent of each other, individually or separately, setting aside the request that the judges consider all the frauds mentioned as having been committed in consequence of a prior agreement between the defendants. The consolidation of the two prosecutions aforesaid were solicited by the public prosecutor seeking or aiming at the situations and conditions hereinbefore mentioned, which are indeed favorable, inasmuch as same would permit him to select the best way at arriving at the punishment of the delinquents, and on the other hand, in that manner, the object aimed at by the defendants would be clearly shown upon investigating and weighing jointly all the actions taken by them as employees of the department of posts from January 1st, 1899, to April 28th, 1900. And the prosecution would have similar importance as that of the remarkable reports which appear therein, rendered by the inspectors commissioned to investigate the Cuban postal administration during the time aforesaid, as well as that of the Fourth Assistant Postmaster, J. L. Bristow, and of the delegate auditor, A. L. Lawshe. Furthermore, in the prosecution against Mr. Neely et al., the indictment of Mr. Rathbone had to be ordered necessarily in consequence of the evidence taken in the proceedings, and because the latter appeared responsible of many of the frauds committed by the former; for example, in the destruction of surcharged stamps he is accused by the former auditor, W. R. Reeves, of having acted in accord with Neely, this statement coinciding with other justifying data, other frauds committed by the chief of the bureau of finance can not be explained without the concurrence of inexcusable negligence on the part of the general director of posts. Such negligence constitutes one of the phases of the offense of embezzlement.

"'Therefore there would necessarily have existed two prosecutions and two trials against the former director-general of posts, E. G. Rathbone—the first one in which he will be made responsible of the offenses just suggested, as well as of other responsibilities, and the second for the appropriation of the amount of certain checks for certain expenses which were neither proper or justified, for the collection of per diem expenses, etc.—notwithstanding the fact that offenses unquestionably connected or similar to each other are involved, and that it was consequently necessary to apply article 300 of the afore-cited Law of Criminal Procedure. Not to accuse Mr. Rathbone in the prosecution against Neely in order to make effective the responsibilities substantiated in said proceedings in another criminal suit was illegally impossible, for the reason that all criminal offenses must be judged only once and weighed under all its phases. When these actions are not taken the res judicata is an objectionable bar.

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"'This is all the undersigned has the honor to report, setting aside some other considerations for the sake of brevity, and resting assured that the different principles sustained arise only in consequence of the different legislations.

"'Respectfully,

ARTURO HEVIA,
"'*Deputy Public Prosecutor.*'"

On May 23, 1901, the following communication was received from the Secretary of War, enclosing report of the law officer of the Division of Insular Affairs. The report of the law officer is very full and has copious references to procedure under common law and civil law. The substance of his report is embodied in the last paragraph:

"If the law now in force in Cuba permits these offenses to be presented to the courts in several separate complaints, and independent trials may be had thereon, it seems advisable to pursue that course. However, the determination of the several matters herein discussed is to be left, as already stated, to the local authorities of the Government of Cuba.

"Respectfully submitted.

"CHARLES E. MAGOON,
"*Law Officer, Division of Insular Affairs.*

"MAY 21, 1901."

The report of the law officer, Division of Insular Affairs, War Department, U. S., was referred to Mr. Farnando Vidal on May 28th, 1901. Mr. Vidal had succeeded Major Dudley in charge of the legal division civil affairs, headquarters Department of Cuba, and occupied a position in that office similar to that occupied by the law officer of the Division of Insular Affairs, War Department, United States.

The reply of Mr. Vidal thereto is as follows:

"MAY 29TH, 1901.

"Returned to the adjutant-general of the department. Regarding the first three questions discussed in the report of the law officer, Division of Insular Affairs, viz, 'Should said defendant be charged with conspiracy?' The crime of conspiracy, which is an agreement between two or more persons for the commission of a crime coupled with their decision to execute it, is limited by art. 4, sec, 1, of the Penal Code, to the cases in which the law specially provides penalties. Under this section the act of proposing and agreeing to the commission of the crime without the actual consummation is punishable. The cases where the law specially provides penalties are, in general, political crimes.

"This office is not aware as to what are the actual offenses charged in this case, but it is presumed that they are the crime of malversation of public funds, as defined in art. 401 of the Penal Code, et seq. Of course the prosecuting officer in making his qualifications (calificacion) of the criminal acts alleged, should be guided by the actual legal effect of the evidence presented, and accordingly should make specific charges of determinate offenses against each of the principals, accomplices, or abettors, as they may appear with reference to their particular participation in the acts alleged. Accordingly, it is almost certain that the prosecuting officer will not make any charge of conspiracy, as it is not a specific crime in this case, under the code. As to the second question, 'Should the criminal prosecutions against these persons be consolidated; that is to say, should they be joined in one information and charged with acting jointly in committing the alleged crmes?'

"As to the first branch of the question, the law provides for joint trial and even consolidation of prosecutions already initiated, the court having the right to receive and apply evidence to one or more of the defendants as its connection may appear, and such applications can not be assigned as error. The answer to this branch should, therefore, be 'Yes.'

"As to the second branch, it will be the duty of the prosecuting attorney to determine in his qualifications the offenses or acts imputable to each defendant, notwithstanding that all are tried together. This 'qualification' is subject to amendment at trial to the extent of abandoning or completely changing the charges when the evidence is all in. As to the conclusion on page 17 of said report, that 'Therefore it seems best, if possible, to have the complaints drawn in the first instance so as to avoid the necessity of changing it after the evidence is submitted, reserving, of course, the liberty to exercise the right to change, if found desirable.' This is contrary to the fundamental principles of the Spanish

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Law of Criminal Procedure, which accords such privileges of amendment of the qualification to both parties as a matter of right. As to the third question: 'Should each and all the acts complained of be included in one complaint or information?' The same fundamental principles of procedure referred to permit the subserving of the interests of economy and convenience, without prejudice to effectiveness of the prosecution by the joining of all the alleged acts and charges in the same process, it being allowable to make therein separate allegations and charges as to each defendant."

The correspondence covers the whole discussion as to the trial under conspiracy charge, and shows that the interest of the War Department in the matter was due to the apprehension lest prosecution under the conspiracy charge should weaken the case of the Government.

Correct copy from the records.

LEONARD WOOD,
*Brigadier-General, U. S. Army.*

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No. 1.

*Statement of the president of the audiencia of Havana, Mr. C. E. Ortiz.*

[Translation.]

OFFICE OF THE PRESIDENT OF THE AUDIENCIA OF HAVANA,
*Havana, March 11, 1903.*

General LEONARD WOOD, United States Army,
*Washington.*

SIR: At your request, Mr. Steinhart has shown me, unofficially, a copy of the statements made by Mr. Estes G. Rathbone, who, among many other things which the undersigned does not care to discuss nor rectify, states that "in the case instituted against said Rathbone in this audiencia for misappropriation of postal funds the laws of judicial proceedings were not observed, and that said case was tried in a special manner, ordered and inspected by the military governor, whom, he says, gave orders, instructions, and addressed communications, as the case warranted it."

Such statements can only be made for the purpose of changing public opinion, knowing that they are not true. The audiencia of Havana never received any instructions nor orders from the military governor regarding the Rathbone or any other case, nor has anyone ever ordered or instructed how cases were to be conducted. The court which sentenced Rathbone was composed of four associate justices under the presidency of the undersigned; those four associate justices are honorable and reputable gentlemen to whom no one would have dared to insinuate the manner in which sentence should be rendered; and as to myself, I have given many proofs not only that there does not exist influence, power, nor consideration of any kind capable of making me sanction an injustice, but that I have always maintained the independence and prestige of the office entrusted to me. I so demonstrated it to the Spanish authorities, and General Ludlow, if he were alive, would say the same thing.

It is, therefore, a gratuitous offense which Mr. Rathbone makes to this court in supposing that the court condemned him following other inspirations than those suggested by their own conscience to the judges of his case, and, furthermore, I can categorically assert that all the laws and orders in force in Cuba were strictly observed during the different stages of the Rathbone case, such as in his provisional imprisonment, while he was on bail, the manner in which the case was conducted, and the consideration of the evidence in rendering sentence; the case was judged in the same manner as all the cases which this court takes cognizance of; this statement cannot be denied in good faith.

Yours, attentively,

C. E. ORTIZ,
*President of the Audiencia of Havana.*

I certify that the foregoing is a correct and faithful translation of the document attached, to the best of my knowledge and belief.

FRANK L. JOANNINI,
*Official Translator, Insular Bureau, War Department.*

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No 2.

*Statement of Justice Jose Varela Jado, of the supreme court of Cuba.*

[Translation.]

SUPREME COURT OF THE ISLAND OF CUBA,
*Habana, March 12, 1903.*

General LEONARD WOOD, United States Army,
*Washington.*

GENERAL: Mr. Steinhart has informed me that Mr. Estes G. Rathbone says that in the case instituted for misappropriation of postal funds in the audiencia of Havana, committed by him, the laws of judicial procedures were not observed, and that the case in question was conducted in a special manner and inspected by the military governor, etc.

Against such offensive assertion made by Mr. Rathbone I solemnly declare, on my word of honor, that I was secretary of justice at the time, and consequently chief of all the administration of justice of the island of Cuba at the time the case was tried, and that I never received any orders or instructions from General Wood in reference to the case, and consequently I never issued any order to the audiencia of Havana in regard to said case, and that I did not know what the sentence was until the court made it public. The court acted in strict accordance with the laws and with the greatest and most absolute independence.

I likewise declare, also upon my word of honor, that I was judge of first instance, and later associate justice in the audiencia of Santiago de Cuba during the time General Wood was in command of the Eastern Province as military governor, and that I never received any orders from him other than those strictly within the law.

In order that you may make whatever use you may desire of this letter, I write it and address it to you freely and in order that the truth may be known.

I am, as ever, your friend,

JOSE VARELA JADO,
*President of the Civil Chamber of the Supreme Court.*

I certify that the foregoing is a correct and faithful translation of the attached document to the best of my knowledge and belief.

FRANK L. JOANNINI,
*Official Translator, Insular Bureau, War Dept.*

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No. 3.

*Statement of the former prosecuting attorney, Mr. Arturo Hevia, at present judge of the audiencia, Havana.*

HAVANA, *March 12th, 1903.*

Hon. LEONARD WOOD,
*Brigadier-General U. S. A. and ex-Military Governor of the Island of Cuba.*

SIR: A copy of a declaration subscribed and sworn to before Notary Public R. B. Micken, of Washington, D. C., on the 26th day of February last by Mr. Estes G. Rathbone, presented to one of the committees of the Senate of the United States, and prepared for the purpose of leading to the belief that he was unjustly sentenced in the criminal proceedings brought against him in this city, together with Mr. C. F. W. Neely and W. H. Reeves and other accused persons, for frauds which took place in the postal department of the island of Cuba while Mr. Rathbone was the director-general of that department, has come to my hands.

As the undersigned has only a few hours at his disposal for the preparation of this document, it is not possible for him to follow Mr. Rathbone in all the points referred to in his deposition, which to a large extent and at the proper time when the said criminal cause was being heard were discussed fully and sufficiently, and decided honestly and finally.

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But Mr. Rathbone does not pretend to show his innocence, his nonparticipation in the crimes of which he was accused and declared guilty. No; he claims that at the trial at which he was judged he was only permitted to present an incomplete defense, violations of law being therefore committed. And that is not so, because such statements—that is to say, those of some importance—are founded either upon real misrepresentations or an ignorance of the law alleged to have been violated.

From this point of view I intend to consider the statement of Mr. Rathbone in so far as it may contain a specific and concrete accusation, ignoring statements of a general character lacking, indeed, any value at all.

Mr. Rathbone says that the proceedings which ended in his conviction were not a judicial procedure, but special proceedings directed and controlled by the military governor; and in proof thereof he states that said authority gave orders to the judge of examination, who had charge of the conduct of the preliminary proceedings, as to the amount of the bond to be given by certain of the accused, as to the person to be accepted as bondsman, as to when Reeves was to be arrested, and that he likewise gave orders to the sentencing court to extend the time given the accused for the purpose of preparing their defense, and to authorize the use of depositions of witnesses taken in the United States by means of letters rogatory.

With regard to the recommendations made to the judge of examination during the first moments of the cause, it is sufficient to state, in order to consider the importance or influence which they might have in the sentence convicting Rathbone, that the examining judge did not take part nor could he have taken part, precisely by reason of the functions of his office, in the trial in which said sentence was rendered; and let it also be sufficient to remember the contents and subject-matter of said orders in order to be convinced that they could not be more foreign to the judgment which the sentencing judges would have to form for themselves as to the existence and proof of the misappropriations which took place in the department of posts.

With regard to the orders sent to the sentencing court, and with reference to that which extended for ten days more the period granted the defense for the preparation of their provisional findings of fact, it is very strange that he should protest there against, having been benefited thereby, because, although it is true that the extension of ten days was obtained by Licenlate Alfredo Zayas, counsel for C. F. W. Neely, in granting it to him it was granted for the benefit of all the accused, including Mr. Rathbone, because the period of twenty days which was extended ten days more, and which order number 465, series of 1900, establishes, is according thereto a period common to all counsel for defense in causes involving more than five accused.

It is true that the audiencia—that is to say, the court taking cognizance of the trial—did not grant the said extension which had first been requested of it, due to the fact that it had no power to change the precepts of the said order number 465, which power, however, was vested in the military governor, who had issued it, availing himself of the legislative powers vested in him.

I repeat, Mr. Rathbone complains of something having been done more than which could not have been done to favor a person criminally accused; that is to say, an amendment of a law in force for the purpose of improving his status.

It is absolutely untrue that by orders or instructions from the military governor the sentencing court authorized the use of depositions taken by letters rogatory, because such procedure is expressly permitted by the legal precepts which govern us.

Article ten (10) of military order number 181, series of 1900, specifically provides:

"Parties may avail themselves of the written deposition of witnesses who live, temporarily or permanently, in foreign countries. Said depositions may be used as documentary evidence during the proceedings provided they be presented before the end of the session and provided the records containing them conform to all the requirements in regard to their authenticity."

Furthermore, Mr. Rathbone does not ignore that testimony taken by means of letters rogatory is a valid means of proof in our criminal procedure. In evidence thereof the record of the post-office cause shows that the first letters rogatory which were sent to the United States for the purpose of securing the deposition of witnesses were sent on motion of counsel for Mr. Rathbone, the distinguished lawyers Messrs. Jose Antonio Gonzalez Lanusa and Pablo Desvernine.

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And do not believe that said article 10 introduced a novelty in our criminal procedure. Legal precedents therefor are found in articles seven hundred and nineteen (719) and seven hundred and thirty (730) of the Law of Criminal Procedure and judicial precedents in the constant practice of our courts; therefore, Mr. Rathbone makes an empty assertion when he says that the use of such letters rogatory is a dishonor to the administration of American justice in Cuba.

Mr. Rathbone adds that the use of such depositions in criminal causes constitutes a violation of the fundamental principles of justice; and nothing is further from the truth, if we consider the formalities which must be observed on the issue of such letters rogatory.

When the issue of letters rogatory is requested, the interrogatory of the questions to be put to the witness residing in the foreign country must be formally presented, and the judge or court submits the matter to the other parties to the cause, in order that they in their turn may formulate all questions which they may consider advisable to their side, and the questions from both sides—that is to say, all the questions formulated are included in the letters rogatory, in order that the witness be examined in accordance therewith, and the persons interested may attend said examination at the place where it is to be held, either in person or through agents properly authorized.

This was done in the post-office case, and a statement to this effect appears over the signature of Mr. Rathbone. Mr. Rathbone examined all the interrogatories which were sent to the United States, and, where he wished, added the questions which his attorneys considered pertinent.

It is evident that the testimony of a witness given before the court called upon to definitely decide the criminal case is preferable, but when it is not possible to force the witness to attend, on account of being outside of the territory of the jurisdiction of the court which summons him, the necessity of having recourse to the only means, to the only practicable form, to ascertain the existence of the crime, the participation of the delinquent, or to prove the innocence of the accused, in opposition to the charges which the accusing party has been able to accumulate against him, is unquestionable.

In view of all this the military government, after further consideration of the matter, communicated to the court the much-censured order of December six (6), nineteen hundred and one (1901), annulling that of November fourteenth (14) of the same year, reestablishing, therefore, the force of the laws in force governing the criminal procedure and placing the accusation, as well as the defense, in a position to utilize legitimate means for the furtherance of their respective rights and interests.

And in order to close this question relating to the improper intervention of the military governor in the cause in question, I believe I am fulfilling a conscientious duty in stating that while I represented the Government in said cause as special fiscal, appointed for the purpose, I received no order or instructions from Mr. Leonard Wood, then military governor of this island, except to employ all legal means and legitimate resources to arrive at the complete truth of the facts and the punishment due those who might be found guilty, as the prestige of the Government and the honor of the people of the United Sates were interested therein.

In the second place, Mr. Rathbone claims: "I did not have sufficient time to prepare myself for the trial. I was tried and convicted of more serious crimes than those for which I was first indicted."

In this there is a statement of facts which is untrue, and a confusion of a technical character, perhaps involuntary. Let us begin with the latter.

It is not legal to initiate and continue a criminal cause for a punishable act, and afterwards try and convict of a different act. But it is a perfectly legitimate thing for the examining judge to give the same act or acts one legal classification, the fiscal another, and the court conclude by finding that the judge or fiscal has classified such act improperly, because in its judgment the acts do not constitute the crimes indicated by them, but other distinct crimes and sentence accordingly.

In our penal procedure, which governs the law of procedure in force, the change of the classification of the acts prosecuted in a specific cause is expressly authorized to such an extent that the fiscal himself is permitted to modify entirely, after the holding of the trial, in the final conclusions, the opinion advanced in the provisional conclusions, for which reason they are so called, presented at the beginning of the proceedings, without restriction whatsoever, whether in favor or against the accused.

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There exists no other limitation, except the prohibition to the tribunal of punishing for a crime of a more serious character than that which has been the subject of the final accusation of the public prosecutor, and even this can be done if certain requisites which the said law requires therefor are complied with. In the postal cause the exception, so to say, does not lie, and it would be sufficient in proof thereof to compare the terms of the accusation of the fiscal and those of the final sentence.

The misstatement of facts to which I have referred above is due to Mr. Rathbone not expressing them with full exactness.

On July 2nd, 1900, under number 20 of the court of the northern district of Havana, a criminal cause was instituted for the misappropriation of funds in the post-office against C. F. W. Neely and others. On the 13th of the same month of July, 1900, another cause bearing number 160 of the same court of the northern district was instituted also, for the misappropriation of funds in the post-office against Estes G. Rathbone.

In the latter cause Mr. Rathbone was tried for his expenses for coachman and footman, for the appropriation of two checks for $500 each, for the collection of an unauthorized per diem over and above his salary, for including items of a personal character on his trips through the island of Cuba and the United States.

Furthermore, in the first cause, brought as has been said against Neely et al., Mr. Rathbone was tried by virtue of an order (auto) of the month of March, 1901, and it is necessary to state that in this cause all other acts for which the said Mr. Rathbone was convicted were investigated and that they are distinct from those already mentioned with regard to cause number 160.

So that not one, but two, orders of commitment were issued against the ex-director-general of posts of Cuba. Now, then, in the second order the examining judge understood that the liability of Mr. Rathbone was confined to simple criminal negligence in the administration of the department of posts; but the fiscal first and the court subsequently, one accusing him and the other sentencing him, concluded that the participation of Rathbone in the frauds prosecuted did not consist in a simple negligence, but in a real direct participation as principal. That the fiscal and the court could act thus and did so legitimately is proven as I stated in referring to the modifications which a legal classification made of the acts investigated during the course of the criminal cause may suffer.

It is also proper to state that causes number 20 and 160 were heard at one and the same oral trial, because during the hearing of the preliminary proceedings they accumulated—that is, they were combined into one, for the reason that connected crimes (delitos conexos) were involved, and with the consent of Mr. Rathbone and his counsel, who in this manner with one bond only, was enabled to satisfy the guarantees required of him in both orders of commitment.

Mr. Rathbone states that his attorneys did not have time to prepare their defense. Nor is this true, and a full answer to this gratuitous statement is found in the oral argument pronounced by his attorney, Dr. Gonzalez Lanuza, during five days, an argument as full and minute as it was able and eloquent.

It is true that voluminous preliminary proceedings were involved, the record consisting of some thousand different pages, with hundreds of attached documents, but the former were written and the latter were attached with the intervention, and under the examination of Mr. Rathbone and his counsel because the preliminary proceedings among us not being secret but public, they could and they did every time they considered it advisable examine what was written and were present at all that was done.

The greater portion of the documentary evidence consisted of the documents sent by the postal department and the auditor's office, and was attached to the record of the preliminary proceedings during the months of March to August, nineteen hundred and one (1901). So that, recollecting that Mr. Rathbone presented his written defense in November of the same year, for the preparation of which he had more time than the fiscal had for the preparation of his written accusation, and that the trial began on January fourth (4th), nineteen hundred and two (1902), and lasted two months and days, it can not with reason be sustained that the said counsel of the accused Rathbone did not have time to examine the evidence for the prosecution against their client.

Mr. Rathbone laments in his declaration that, after having been authorized by the sentencing court to go to the department of posts in this capital and examine his records for the purpose of collecting data permitting him to prepare

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his defense, on the petition of the fiscal reconsidered the matter, revoked the permission granted, and withdrew the authority which it had itself given.

This was the case, and there is nothing strange to a person who has had anything to do with judicial matters that a judge or court revokes what it had previously erroneously granted, or under a misapprehension.

But the mysterious confabulation which, according to Mr. Rathbone, General Wood, Mr. Fosnes, and the fiscal, Arturo Hevia, had, no doubt in order that the court might change its opinion, is a gratuitous invention.

In order that the reasons or motives which the court had to amend the order complying with the request of Mr. Rathbone may be duly appreciated, the undersigned attaches a copy of the document submitted by the fiscal, and in compliance with his argument the court annulled what it had previously granted.

The letter referred to by Mr. Rathbone, addressed by him to the Postmaster-General of the United States, requesting that he confer with the President for campaign purposes, which, according to Rathbone, was held without his consent by some of his friends in order that he might obtain the position of civil governor of the island of Cuba, was, as the undersigned believes, since the beginning included in one of the private copying books which were submitted at the trial as documentary evidence and consequently at the disposal of the court and of the parties, it being untrue that it could not be utilized at the proper time.

Mr. Rathbone is of opinion that the expert evidence of Messrs. H. T. Gregory, G. Patterson, and A. Lazcano should not prejudice him for the reason that he was not notified of their appointment, as provided by article four hundred and sixty-six (466) of the Law of Criminal Procedure.

But Mr. Rathbone forgets that the expert evidence which the sentencing court considered in convicting him was not that taken during the preliminary proceeding, to which he refers, but the evidence of these same experts, Gregory, Patterson, and Lazcano, at the oral trial, and in accordance with articles 723 et seq of the said law of procedure, which last evidence of experts cannot be impugned by Rathbone, because he himself and his counsel in accepting as his own in his written provisional conclusions of fact all the evidence submitted by the fiscal, not only accepted, but requested the court to admit said expert evidence as if they themselves had submitted it directly.

It is likewise alleged that some of the depositions of witnesses were read at the sessions of the oral trial. This was done with some of relative importance, availing of the power or authority granted by article seven hundred and thirty (730) of the aforementioned Law of Criminal Procedure, and executing one of the most frequent acts in the practice of our courts of justice, against which the skilled counsel of Mr. Rathbone could not protest, being acquainted as they were with said legal precept and practice.

According to the recollection of the undersigned, all the witnesses which counsel for Mr. Rathbone duly presented were accepted by the court. George H. Burton testified at length in answer to the numerous questions put to him by Drs. Lanuza and Desvernine. The summoning of the witness Lawshe was refused because, being in Manila, Philippine Islands, the court lacked jurisdiction to enforce his appearance, but it did order the execution of what it could legally order executed—that is, the issue of the corresponding letters rogatory to the foreign country; it was manifest that this was a measure advanced for the purpose of preventing the holding of the oral trial as the only act which it was claimed would be proved by the testimony of Lawshe was that W. H. Reeves had been appointed to his official position in Cuba by the Government at Washington on the recommendation of Lawshe, which fact was proved by documents. With regard to the witnesses J. A. La Fontisse, of Florida, Dr. Fischer, of Chicago, and Frank Steinhart, I am of the impression that they did not testify, because the parties who brought them forward desisted from making them testify, which may be easily ascertained by examining the cause on file in the office of the court, but it may not be necessary to state they were witnesses of no importance at all, and Mr. Steinhart, I recollect, was to have been interrogated with regard to the accounts of Rathbone on his private expenses, upon which point the accused was fully acquitted.

With regard to witnesses something has also been said of the high remuneration which some received. Fred P. Smith, who is cited as an example, it was said, received forty-two dollars and fifty cents ($42.50) per day. The exactness of this figure is unknown to the undersigned, but if it is intended to insinuate thereby that the Government paid certain witnesses generously in order that they might favor it, it appears well to state that the witnesses of Rathbone,

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among whom was his intimate friend O. S. Farr, of Tampa, Fla., were also splendidly indemnified. Which shows that if some witnesses collected high per diems, it was due to the fact that they demanded them on account of the losses which they alleged to have suffered through their presence in Cuba and through leaving their affairs or interests in the different places of their residences in the United States.

Neither did the court violate article seven hundred and forty-five (745) of the Law of Criminal Procedure, it simply did not consent to any delay in the opening of the sessions of the oral trial of the post-office cause nor to their suspension, as counsel for Rathbone attempted to obtain at any hazard and availing themselves of any pretext with their acknowledged skill, and finally the court in order to avoid it applied the powers vested in it by the provisions of the various paragraphs of article twelve (12) of order number one hundred and eighty-one (181) of nineteen hundred (1900), headquarters division of Cuba.

Finally it is argued that the court considered the evidence of W. H. Reeves as a State's witness, and without administering the respective oath to him.

In the first place, in accordance with our Law of Criminal Procedure, article seven hundred and forty-one (741), the courts weigh the evidence submitted during the trial according to their conscience—that is, with complete liberty, and on its merit in combination in accordance with sound reasoning.

On the other hand, Reeves was not considered a witness of the State either during the trial nor in the sentence which closed it, for he was accused during the former as one of those liable for the acts prosecuted and sentenced as such in the second, and consequently he not only should testify as he did without the administration of an oath, but he enjoyed, as he did enjoy, the right to refuse to be questioned.

Summing up: In the action in which Estes G. Rathbone was tried and convicted no essential violation of procedure giving rise to its nullity or inefficiency was committed, and the judges who decided it did so with perfect liberty, honorably obeying the dictates of their conscience, the inspirations of their personal judgment, never submitted to extraneous influences, nor much less to orders or mandates of the military governor of the island, who never issued them.

This is what I have to say and so say as special fiscal, which the undersigned was in the above-mentioned cause for frauds and misappropriations in the postal department.

Yours, respectfully, ARTURO HEVIA.

WASHINGTON, D. C., *March 17, 1903.*

I certify that the foregoing is a correct and faithful translation of the attached document, to the best of my knowledge and belief.

FRANK L. JOANNINI,
*Official Translator, Insular Bureau, War Department.*

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*To the court:*

The fiscal says: That yesterday upon the notification of the order of the thirtieth (30th) instant he has examined the same and the document the grounds therefor.

It is agreed "that the accused, Estes G. Rathbone, and his counsel examine the private papers of Rathbone in the department of posts, as well as the documents of said department corresponding to the period when the said accused was director-general of posts and up to the present time."

The first thing that attracts attention is that an unusual matter never seen in the practice of the courts is involved.

Next, that it is a proceeding not authorized by the Law of Criminal Procedure and therefore violates the ritual of procedure.

We are at the stage of the classification and the cause in the hands of the defense; that is, complying with article 652 of the said law, which provides that the cause shall be referred to the accused in order that within the period granted for the purpose they state by findings, correlatively numbered, whether they agree or not with those of the accusation, stating the points of divergence.

And is that what the document submitted in accordance herewith states? No; far from it. It requests the execution of a step. But the preliminary proceedings are already concluded. The judge has so declared, and on petition of the public prosecutor the chamber has deemed proper to affirm said decree.

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Nor is the admission of evidence for the oral trial involved, and it must be agreed that the order in question resuscitates the preliminary proceedings, retrogrades the procedure, revokes a final decree, annuls a situation of law created by the normal developments of the proceedings of law and the unanimous consent of the parties.

It is true that such statements are made by counsel for Rathbone and in such a manner that the simple compliance with the provisions in force appears to be an enormity.

But when the powerful and suggestive first impression is overcome it is noted that the serious charges brought against the examining judge were worthy at least of a citation of the pages of the record of the preliminary proceedings in proof thereof.

Various and constant denials are spoken of. Where are they? The fiscal only recollects the existence of one, pages 1176 et seq, sixth section, in which the examining judge justly said, in an order of August 29, 1900: "Considering the foregoing document and deeming it unnecessary to bring into the cause all the documents which the accused requests, and there having been requested in a decree of yesterday those which may relate to the acts involved herein, the occupation requested is not proper, nor the establishment in the offices of the postal department for this purpose, and let the clerk notify the accused of the decree of yesterday in order that he may examine what has been requested." Notice served personally upon Rathbone, page 1177, without his taking any steps in the matter.

But even supposing that said denials were true, and being so unjust, were accepted, these legal remedies were not taken against the same in order that this court, of whose equity there is no doubt, nor can there be, would at the proper time have corrected the outrages complained against.

And all this could have been done by Rathbone, it is unnecessary to state to the court, or to anyone else, which none the less deserves the glory of having put an end to the secrecy of the preliminary proceedings.

The accusation has been concretely formulated; the acts the subject thereof have been classified and numbered. It seems that the accused, if there do exist documents establishing his innocence, would know what they are, would at least have an idea of them and be able to indicate them in some manner, even though vague and general.

But no; the accused, Rathbone, simply requests permission to enter the postal department, together with the distinguished attorneys charged with his defense, and revise or examine the immense records of the various offices of the same to see if some paper can be found which may be of some service to him.

The many documents seized by the court, which constitute the exhibits in some cases and in others are attached to the cause, and all of them placed at the disposal of the defense, it must be taken for granted, have not even been examined by them, because otherwise they would have seen that they are all the documents of an official character relating to the acts charged, and they would not begin to look abroad for things which they have had in their possession for a long time.

If a violation of the law of procedure were not implied, the public prosecutor would consent and be satisfied with the measure adopted. The failure of the investigations which it would involve as a species of view or reconnoissance would be one more proof.

That is to say, let us rectify it, because the measure as ordered is not feasible, nor does it respond to the requirements of the defense. In any case it is indispensable that it be limited in view of its object.

It has been ordered that all the documents of the post-office department corresponding to the term of the accused Rathbone, acting as director, and the rest up to date may be examined.

Here the following questions suggest themselves: Could the crimes charged against Rathbone as director-general of posts have been committed by him after he ceased to be such? What have the receipts, collections, payments, money orders, and other operations which have taken place subsequently to Rathbone's term to do with the acts in the cause? Is it perhaps intended to bring an accusation against his successors, the Fourth Assistant Postmaster-General, J. L. Bristow, or the present director-general, M. C. Fosnes?

And as Rathbone was removed on May 19, 1900, we have pending nothing but the useless examination of the operations of the department of posts, which is nothing but the department of communications of the island of Cuba, for a

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period covering very nearly one year and a half, and consequently the examination of thousands of documents involving a year's work.

We must acknowledge that what we want herein must be limited to the period when Rathbone was director.

On the other hand, the said department has several offices or bureaus, at present the following: 1st, office of the director-general; 2nd, of the chief clerk; 3rd, of transportation and appointments; 4th, of postal orders and registration; 5th, of translations; 6th, of stamps and supplies; 7th, of disbursing officer, and 8th, dead-letter office.

Could not Rathbone, the ex-director-general of posts, the organizer of this department, therefore acquainted with its mechanism, at least indicate in which of these offices those documents may be found which he states are the evidence of his innocence?

And these matters of equity invoked which have been the cause of the creation of a new proceeding in the opinion of the fiscal will to-morrow or in a short time require another concession from the court, which will be an indeclinable consequence of the first one, when it shall be said: "We have found a stack of papers, we must examine the archives of Simancas, that you have ordered so that it can be properly done, and a travesty upon justice be saved, and which requires some months of continuous work. Let us grant permission."

Finally, the fiscal does not wish to say anything of the confusion and even the paralyzation which such a measure would bring about in the office of so important a branch of the administration, as is that of posts, by requiring the exhibition of all its documents, on file or otherwise, without limitations of any kind.

Therefore let the chamber admit and hear this petition and finally revoke the decree cited, declare the measure granted therein to be annulled, or at least that it be granted with such limitations as the chamber may consider reasonable, some of which are indicated in the body of this document.

Havana, November 1, 1901.

I certify that the foregoing is a correct and faithful translation of the document hereto attached, to the best of my knowledge and belief.

FRANK L. JOANNINI,
*Official Translator Insular Bureau, War Department.*

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No. 4.

*Affidavit of Mr. Frank Steinhart, chief clerk, Havana.*

Frank Steinbart, of lawful age and a citizen of the United States, being duly sworn according to law, deposes and says:

That he has carefully read the statement of Mr. Estes G. Rathbone, sworn to before Mr. R. B. Nixon, notary public in and for the District of Columbia, on the 26th day of February, 1903, and in answer to so much of said statement as relates to his (Steinhart's) being sent by the military governor of Cuba, on October 30th, 1901, to the said Rathbone with suggestions as to removal of disallowed items in the accounts of said Rathbone, the deponent testifies that he was present at the time the said military governor of Cuba, Brigadier-General Leonard Wood, United States Army, considered and acted upon the appeals of Mr. Estes G. Rathbone from the action of the special auditor, Mr. A. L. Lawshe, in disallowing certain expenditures made by the said Rathbone; that he, the said deponent, disagreed with the auditor, Mr. Lawshe, in certain disallowances made, and that having so informed the military governor, General Wood, stated that he was obliged to support the argument of the special auditor for disallowing the expenditures, on the ground that no authority for the said certain expenditures had been asked for by Rathbone nor granted by competent authority, but that if the said certain disallowed expenditures were made at the time they were incurred in the belief that no authority for same was necessary, he, the military governor, in view of the peculiar circumstances, would approve of some of same upon a statement of Rathbone to that effect and request that said expenditures be approved.

The deponent further testifies that certain disallowed expenditures were approved at that time by the military governor and the fact communicated in



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a letter to the said Rathbone, which letter he, the deponent, personally carried on the night of October 30th, 1901, between the hours of nine and ten thirty to the Hotel Trotcha, at Vedado, Cuba, on his way to deponent's residence in that suburb of Havana, and that he, the deponent, delivered said letter to Rathbone, suggesting at the time and during a personal and entirely unofficial visit the advisability of submitting to the military governor a statement to the effect that the expenditures were made in the belief that no other authority than his (Rathbone's) was necessary, asking on that ground that the disallowances be removed; that the said Rathbone at the time above specified appeared to fully agree with deponent, and stated that he would submit such a statement the following day, October 31st, 1901, unless advised to the contrary by his attorneys.

Deponent further states that his relationship with the said Mr. Estes G. Rathbone has at all times been of a friendly nature, and that he admired the fair and just manner in which the late military governor of Cuba, Brigadier-General Leonard Wood, United States Army, acted upon the appeals of the said Mr. Rathbone.

With reference to so much of the statements of Mr. Rathbone as relate to the delay in completing the "Gazeta Oficial" of May 17th, 1902, deponent testifies that owing to the great amount of printed matter which appeared in the said "Gazeta," as well as in the "Gazetas" of the preceding and subsequent dates, due to the turning over of the island government, it was impossible to print the issue in question at an earlier date and hour, and that for some time previous to May 17th and up to and including the night of May 19th the force of the "Gazeta," including printers, machinists, etc., etc., were engaged day and night, and he, the deponent, in order to expedite public business, with a force of clerks remained on duty for not less than twenty (20) hours daily from about May 14th to the morning of May 20th, 1902.

Further deponent sayeth not.

FRANK STEINHART.

Sworn to and subscribed before me this 17th day of March, 1903.

[SEAL.] GEO. W. LINKINS,
*Notary Public in and for the District of Columbia.*

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No. 5.

*Statement of H. G. Gregory, post-office inspector.*

WASHINGTON, D. C., *March 17, 1903.*

Brigadier-General LEONARD WOOD,
*Late Military Governor of Cuba, Washington, D. C.*

SIR: In compliance with your request I have examined a certain petition or statement signed by Estes G. Rathbone, dated February 26, 1903, with accompanying exhibits relating to his official services and prosecution in the island of Cuba, and I submit the following notes in reference to same:

Mr. Rathbone was a private citizen and not an officer of the United States when appointed to Cuba; his original appointment by which he went to Cuba was as director of posts; subsequent change of title to director-general of posts was made by himself, and he so notified the Postmaster-General.

The tribunal before and by which Mr. Rathbone was tried was the court of regular criminal jurisdiction within and for the province of Havana, where the offenses charged were committed.

The use of depositional evidence was authorized by general provision of law, of which Mr. Rathbone himself was the first to take advantage; he procured depositions through the regular Cuban court channels from the United States, which he called for in the latter part of the year 1900, several months before any such testimony was requisitioned by the prosecuting officer, namely, the depositions of Charles Emory Smith, James N. Tyner, Marcus A. Hanna, and Harrison J. Barrett, which are enumerated in Mr. Rathbone's Exhibit No. 29 as having been read at the trial. Subsequently, in the course of proceedings, he called for and obtained in similar manner other depositions from the United States to the number of at least ten, as shown on pages 44 and 45 of Mr. Rathbone's Exhibit No. 16. He also added cross-interrogatories to as many as he

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chose of the interrogatory letters called for by the prosecution, in like manner as his own.

All the witnesses asked for on behalf of Mr. Rathbone by his attorney to appear in person, as shown by his Exhibit No. 16, did so appear and testify. The only personal witness asked for from the United States was O. S. Farr, of Tampa, Florida. He was summoned by the Government, and he was paid by the Government, the same as the witnesses for the prosecution, at $10.00 per day and expenses, although his name does not appear in Mr. Rathbone's Exhibit No. 30, listing witnesses from the United States and the amounts paid them.

Subsequently, during the progress and toward the close of the trial, he asked for other witnesses from the United States, to bring whom to Cuba would have greatly delayed the case, which was denied by the court.

It was a highly complicated case, a case of progressive developments. Mr. Rathbone's original arrest in July, 1900, had for its immediate purpose his secure detention in the island and was based on the most definite offenses then apparent. The complaint upon which he was arrested was verified by myself. The investigation was then in progress and continued for a long time thereafter. That original proceeding corresponded to the proceeding of a committing magistrate in the United States. The "acusacion" of the prosecutor corresponded to the indictment or information of the prosecuting attorney and expressed the charges upon the complete case. All of this occurred in the regular order of procedure.

In the month of February or March, 1901, Mr. Rathbone was officially and formally notified by the judge of first instance and instruction, in substance, that the evidence tended to so implicate him in the conspiracy with Mr. Neely and Mr. Reeves that the cases would be joined, and that thenceforth the three were being jointly prosecuted. For these reasons an additional bond was demanded of Mr. Rathbone by the court, though it was finally arranged that the bail bond then in force should be held sufficient to cover the additional charges.

Shortly after Neely's return to Cuba, January 30, 1901, after the extradition proceedings of the Supreme Court of the United States, the proceedings against the three defendants, which were originally separate, were joined.

It was a case largely of documentary and circumstantial evidence. The circumstances tending to prove collusion were many and various. From my knowledge and observation, it is my opinion that the testimony of Reeves did not have a controlling influence in reaching the verdict or judgment rendered, the conspiracy being proven independently of Reeves by the general network of circumstances, substantially in the same manner as similar cases in the United States. Some of these circumstances were independent of Reeves's testimony, as, for example, the failure of Mr. Rathbone to take any notice of a report made to him, as testified by Witness George W. Marshall, that Neely was withholding postal funds from deposit; Rathbone's unexplained excess of known personal disbursements over income in Cuba to the amount of nearly $4,000.00; his failure to enforce the rendition by Mr. Neely of quarterly accounts, prescribed by his order and Exhibit No. 6; his strong personal and official friendship and advocacy of Reeves up to the very time of the exposure, as shown by Rathbone's own letters to the Postmaster-General; the appointment and peculiar composition of the committee to destroy the surcharged stamps, the first member thereof being the officer who had custody of the stamps and who was to receive credit for them, and the second member the auditing officer who was to certify the credit. Incidentally, it may be mentioned here, that Governor-General Brooke, who, Rathbone claims, was consulted and authorized such destruction of the stamps, denies the same; and there are many other circumstances and incidents running all through the case.

It is true Mr. Charles F. W. Neely was appointed to the postal service of Cuba by the Post-Office Department, but he was selected for and appointed to the responsible position—custodian of the stamps and funds of the department of posts—by Mr. Rathbone himself. It is true that Mr. Wm. H. Reeves was similarly appointed by the Post-Office Department and recommended for chief of the bureau of postal accounts by Mr. Lawshe, but it was upon Mr. Rathbone's recommendation and solicitation that Mr. Reeves was appointed assistant auditor for the island by the War Department, upon the reorganization effected July 1, 1899, after which he continued to remain in the department of posts, in close touch with Mr. Rathbone, who subsequently advocated his appointment as auditor for the entire island and commended him highly in correspondence to the Postmaster-General.

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Page 14 of Mr. Rathbone's statement: With reference to correspondence with the Postmaster-General, it was the removal of the assistant auditor's office from the department of posts to which Mr. Rathbone referred as implying the disruption, but the removal was made subsequent to his administration, without any disruption or difficulties.

The special auditor who had been detailed to Cuba in May, 1900—Mr. A. L. Lawshe—disallowed rent payments made on the so-called official residence of Mr. Rathbone, No. 547 Calzada del Cerro, on the ground of defect of authority for the lease contract. The then director-general of posts, Mr. M. C. Fosnes, held that the authority for such lease was sufficient and he appealed from the auditor's disallowance. This appeal was sustained by the military governor. The authority was for lease of the premises—the house—the subsequent expenditures for furnishings, etc., were not included, were never authorized by the Postmaster-General, and were unknown to him until May, 1900, after the flight of Neely.

Page 16: With reference to Mr. Rigoberto Ramirez. It was in connection with the audit of the so-called Wanamaker bill—$1,356.59—the auditing certificate of which is dated January 12, 1900, that said Mr. Ramirez raised objection, holding that the expenditures were not properly official. It was afterwards, in the month of March, that the investigation occurred in which the said Mr. Ramirez was charged or suspected of the forgery of endorsement upon a warrant in favor of Antonio Martinez. Instead of the motive actuating Mr. Ramirez, for revenge, it would seem more reasonable that such motive inspired the attack on Mr. Ramirez and the attempt to discredit him in connection with the said investigation. This warrant is one of many upon which the endorsement was forged, the majority of which forgeries were prior to Mr. Ramirez's connection with the department of posts. I am personally thoroughly satisfied that Mr. Ramirez did not commit the forgery referred to.

Page 17: It was Mr. Reeves who advised Mr. Rathbone that Ramirez was conveying information to the military governor, through General Maximo Gomez, as shown by his letters to the Postmaster-General, to which he refers, another circumstance going to show the close understanding between Mr. Rathbone and Mr. Reeves.

Page 19: On or about July 1, 1900, all private correspondence and papers of Mr. Rathbone in the office of the director-general of posts were delivered to him, in my presence, by the then director-general of posts, Mr. M. C. Fosnes. At various subsequent dates the correspondence of Mr. Rathbone with the Postmaster-General marked "personal," etc., were filed with the court, including all letter press books. The press-copy books were filed about April, 1901, and were thereafter accessible to Mr. Rathbone. All papers and documents called for by Mr. Rathbone, or in his behalf, from the departments of posts, were filed with the court.

Page 22: The work of the auditing experts in connection with Mr. Neely's accounts was to determine the amount of the embezzlement, or shortage in same, and Mr. Rathbone's attorneys, in their reply to the "acusacion," accept the evidence of the experts and make same a part of their proof. The work of the auditing experts was not begun until near the close of April, 1901, some time subsequent to Mr. Rathbone's official notification as to joint prosecution; hence there was opportunity for him to be represented, if he desired to be.

Page 25: The reference to "carriage harness and equipments." This was apparently a regular official item and nothing to disclose that a personal carriage for himself was covered thereby, as same might have been for regular mail equipments.

Page 24: Relative to Mr. Rathbone's notification as to persons in the service from whom recoveries could be made on account of alleged duplicate payments, the payments were fraudulent and not really duplicate, being the proceeds of the alleged conspiracy. In some cases of genuine double payments recoveries were made and credited to Mr. Rathbone's account.

Page 28: With reference to not being taken by surprise by the charges in the fiscal's "acusacion" and additional to the formal official notice previously referred to, Mr. Rathbone examined papers and evidence in the case from time to time throughout the year 1901; the special secretary of the court remaining with him on Sundays and from 8 to 11 a. m. on week days. As he had been collecting and preparing evidence for more than one year, his statement as to only having twenty days in which to prepare for the trial is contrary to the facts.

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Page 29: There was no conference between the fiscal, General Wood, and Mr. Fosnes relative to having the court withhold the order from Mr. Rathbone to examine all records in the department of posts, but the prosecuting officer in his own way presented the matter to the court so that the court ruled adversely as to granting such order, which was to cover a period extending one year and a half subsequent to Mr. Rathbone's administration, which may have seemed to the court as conclusive evidence of dilatory purposes.

Page 30: From time to time during the progress of the trial various documents and papers called for by Mr. Rathbone's attorneys were filed with the court, the last installment of which were called for as shown in his Exhibit No. 16, and filed with the court as early as practicable after receipt of the requisition therefor, such final delivery being on or about December 28, 1901.

Page 31: The first day's proceedings of the court consisted of arraignment of defendants and reading of "acusacion," or indictment, etc., as no testimony of witnesses was taken.

Page 33: About one-half of the so-called depositions, as shown by Mr. Rathbone's Exhibit No. 29, was the testimony of witnesses taken by the court of first instance and instruction, which witnesses had subsequently removed from Havana, and a portion of the remaining one-half were depositions called for by the attorneys of Mr. Rathbone, through the regular channels.

In Mr. Rathbone's Exhibit No. 30, a list of witnesses and amounts paid same, is an entry "F. W. Palmer, Pub. Printer, $1,377.18." As Mr. Palmer was not summoned and did not appear as a witness, this entry is certainly misleading, as no such payment was made for witness fees.

Page 34: There is no reference in the fiscal's "acusacion" as to "a bottle or two of Apollinaris" in Mr. Rathbone's bill at the cafe "La Venus" in Santiago, or to any other detailed item of Mr. Rathbone's individual expense. The reference was to the transportation, hotel, and other expenses of Mrs. Rathbone, child, and maid, as shown on page 41 of Mr. Rathbone's Exhibit No. 15.

Page 35: As previously stated, all papers called for by Mr. Rathbone through his attorneys were filed with the court, and it is not true that any letters, telegrams, or other communications called for by his attorneys were withheld by the postal officials of Cuba or the postal officials of the United States, other than some few official letters from Mr. Rathbone to the postal officials of the United States, about which some explanation was made by the private secretary of the Postmaster-General, but all of his letterpress books containing press copies of such official letters were filed with the court.

Page 38: The Sun, the so-called newspaper referred to by Mr. Rathbone, sprung into existence at Havana very shortly before the beginning of the trial and died very shortly after its close. It was ostensibly managed by one or two impecunious and irresponsible men, one of them being the Stansbury mentioned by Mr. Rathbone, who had previously, among other means of livelihood, tried to work as a lineman in an electric wire gang. It was my personal opinion, and so far as I know it was the general opinion, that this so-called paper was started and maintained by the defendants in this post-office case, and that its actual editor, so far as the case was concerned, was Mr. Rathbone himself. Its space was devoted to defamation and silly abuse of the military governor, General Wood; of the director-general of posts, Mr. Fosnes; of the trial judges, and of all other officials connected with the prosecution, directly or indirectly. As already mentioned, almost immediately after the conclusion of the case the sheet gave up the ghost.

Page 40: Of the witnesses referred to by Mr. Rathbone, requesting that they be retained in Cuba, Messrs. M. C. Fosnes, Frank M. Hamilton, Frank Steinhart, Wilson E. Wilmot, and myself did remain in Cuba temporarily beyond the end of American occupation; hence had Mr. Rathbone desired he could have taken up the question of our detention with the Government of the Cuban Republic.

My examination has necessarily been hasty, as you are aware, and without opportunity to consult records; hence minor and immaterial errors as to dates, etc., are possible. From my official relations to the case as an investigator the general subject-matter is familiar to me, having been in contact with the case from its origin to the close of same.

Very respectfully,

H. T. GREGORY,
*Post-Office Inspector.*

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## MR. RATHBONE'S ANSWER TO GENERAL WOOD'S REPLY.

DISTRICT OF COLUMBIA,
*City of Washington, ss:*

E. G. Rathbone, being duly sworn, deposes and says that the statement hereto attached is true to the best of his knowledge and belief.

E. G. RATHBONE.

Subscribed and sworn to before me this 13th day of June, A. D. 1906.

[SEAL.] R. B. NIXON,
*Notary Public.*

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WASHINGTON, D. C., *November 11, 1903.*

SIR: In the matter of my petition to the Congress asking for an investigation into my acts in Cuba (Senate Doc. No. 440, 2d sess. 57th Cong.) and my statement or brief with certain exhibits filed with your committee on February 6, 1903, upon which no action has been taken, I have been shown a copy of General Wood's reply thereto, dated March 18, 1903, filed with your committee.

It is to his reply that I now address myself for the purpose of pointing out many misleading and inaccurate statements made therein, some of which are made in the face and teeth of records, made by himself and by his authority, fully demonstrating their falsity.

Before proceeding further I wish to call attention to the following words, on page 20 of General Wood's reply: "General Bristow will reply to that portion of the appeal," etc.

If General Bristow has made reply to any portion of my presentation, or if any one else has done so, I respectfully request that I immediately be furnished a copy thereof.

It is not my purpose to take the time necessary to make reply and refute all of the inaccuracies and misstatements contained in General Wood's reply, but to point out enough so that, applying the legal maxim, "False in one thing, false in all," his defense of himself and others may be viewed in a different light. I shall also point out many matters which he has sought to evade by passing them by lightly.

I invite attention to his letter of transmittal, attached to his reply, page 2, where he states as follows: "In addition to the reply which I submit to you herewith, I desire to state that I am willing and anxious to appear before your committee and have this matter gone into most thoroughly," etc.

This indicates that he desires to make it appear that he wished to meet all charges made against him. To show how he did not want to meet charges made against him, but ran away from them, I submit a copy of charges and specifications which I filed against him with the Secretary of War, dated March 19, 1903, alleging that he violated article 387 of the Penal Code of Cuba by giving orders to the courts in pending cases, copies of the orders which he issued being given therein; that he violated article 397 of the Penal Code of Cuba by receiving presents from a gambling institution known as "Jai Alai;" that he, by a military order, violated the customs laws of Cuba by

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permitting the costly silver service, costing over $5,000, which was presented to him by the officers of the gambling house, to pass through the Habana custom-house without paying duty, which duty amounted to more than $1,200. (See Exhibit No. 1.)

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EXHIBIT No. 1.

HOTEL RALEIGH,
*Washington, D. C., March 19, 1903.*

To the honorable the SECRETARY OF WAR,
*Washington, D. C.*

SIR: I have the honor to transmit herewith charges and specifications against Brigadier-General Leonard Wood, United States Army, and would respectfully ask that he be immediately served with a duly certified copy thereof. I notice by the public prints that General Wood intends to sail for Europe and the Philippine Islands on Thursday, the 26th day of March. It is therefore important that he should be advised of these charges and specifications at the earliest possible moment in order that he may answer the same before his departure for his new post of duty. To that end and to facilitate an immediate service upon him of these charges and specifications, I enclose a carbon copy of it along with the original.

My temporary address in Washington is the Hotel Raleigh. My legal address is Hamilton, Ohio.

I have the honor to be, very respectfully, yours. E. G. RATHBONE.

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*Charges and specifications against Leonard Wood, a brigadier-general of the United States Army, stationed at Washington, D. C.*

CHARGE I.

Violation of the 61st article of war—conduct unbecoming an officer and a gentleman.

1. In this, that while acting in the capacity of military governor of the island of Cuba by order and direction of the President of the United States, at the city of Havana and elsewhere, during the military occupation of said island by the United States, acting by virtue of articles 1 and 8 of the treaty of peace concluded between the United States of America and the Kingdom of Spain, on the 11th day of April, A. D. 1898, the said Leonard Wood did then and there grossly and in violation of his duty as an officer of the United States Army charged with the duties incumbent upon the military governor of said island of Cuba, and in violation of an article of the Penal Code of said island of Cuba, then and now in full force and effect in the island of Cuba, to wit, article 387, an authorized translation of which, as published by the War Department of the United States in July, 1900, reads as follows:

"An administrative or military official who shall give orders or intimations to a judicial authority relating to causes or questions in controversy, whose cognizance or decision is of the exclusive competency of courts of justice, shall incur the penalties of suspension in its minimum and maximum degrees and a fine of from 625 to 6,250 pesetas."

Did, in violation of that section and of his duties as military governor, grossly and unlawfully interfere with the judicial authority then considering and charged with the sole jurisdiction of the so-called "postal cases," being the indictments presented under the laws of the island of Cuba against C. W. F. Neely et al., by the issuance of orders and directions, through his subordinates, to the said courts of justice and prosecuting officers, as is shown by the following extracts from the record of the said postal cases on file in the department of justice of the government of the island of Cuba, as follows:

Vol. 1, first page, appears the following:

"Mr. Alfredo Poey, who alleges to be an attorney for the military governor of Cuba, appears before the court, requesting that the whole court should go to

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the military governor's office in order to be informed of certain facts which the court should be cognizant of; thereupon the judge ruled," etc. (The judge complied with the order, and the record so shows.)

In the same proceeding appears another record, according to which, on the 17th day of May, 1900, a certain Mr. Albert Wright, alleging to be an attorney, appears before the judge and says:

"That, by direction of the military government, and according to a letter which he will produce later, he informs the judge that it is the desire of the military governor that Mr. E. P. Thompson, Eduardo Moya, and Jorge Mascaro should be released from custody under a bond of $1,000 for the first-named defendant and $2,000 for each of the other two, and that the consul of Denmark, who is present with them, will sign the bond, as he is good security therefor."

Vol. 1, page 78, appears the following:

"HEADQUARTERS DIVISION OF CUBA,
"*Havana, May 17th, 1900.*

"Sr. RAMON BARANAGA,
"*Judge of the First Instance, District of Cathedral, City.*

"SIR: In the case of the three employees of the post-office arrested yesterday you are authorized to fix the bail as follows:

| | |
|---|---|
| In the case of E. P. Thompson | $1,000 |
| In the case of E. F. Moya | 1,500 |
| In the case of Jorge F. Mascaro | 1,500 |

"Very respectfully,

"LEONARD WOOD, *Military Governor.*"

Vol. 1, page 145:

"HEADQUARTERS DIVISION OF CUBA,
"*Havana, May 28, 1900.*

"Sr. RAMON BARANAGA,

"*Judge of the First Instance of Instruction,*
*District of Cathedral, Havana.*

"SIR: Confirming the verbal instructions given you a few days since by the military governor in the post-office cases, he requests that you will not proceed against any persons connected with the matter pending the investigation now being had until you receive instructions from him, or from Mr. Conant, who is acting as special attorney for the governor in the matter.

"Respectfully, yours,

"W. V. RICHARDS, *Adjutant-General.*"

Vol. 1, page 147:

"HEADQUARTERS DIVISION OF CUBA,
"*Havana, May 29, 1900.*

"To the CHIEF OF POLICE OF HAVANA.

"SIR: The military governor directs suspension of the arrest of Mr. Reeves, assistant auditor post-office, until further orders, for reasons of public benefit.

"Very respectfully,

"W. V. RICHARDS, *Adjutant-General.*

("Official copy respectfully forwarded, by direction of the military governor, to the judge of the first instance and instruction, Cathedral district, Havana, for his information and guidance.)

"HAVANA, *May 31, 1900.*

"W. V. RICHARDS, *Adjutant-General.*"

Vol. 1, page 149:

"HEADQUARTERS DIVISION OF CUBA,
"*Havana, May 29, 1900.*

"To the JUDGE OF THE FIRST INSTANCE,
"*Cathedral District, Havana.*

"SIR: The military governor desires me to inform you that Mr. Corydon M. Rich has been accepted as a witness for the State, and it is not the intention of the Government to enter prosecution against him unless he should be shown to have directly profited by the misdoing of Neely.

"Very respectfully,

"W. V. RICHARDS, *Adjutant-General.*"

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Vol. 1, page 152:

"HEADQUARTERS DIVISION OF CUBA,
"*Havana, June 1, 1900.*

"To the JUDGE OF CATHEDRAL,
"*Havana, Cuba.*

"SIR: The military governor directs me to inform you that he withdraws his request for the suspension of arrest of Dr. Reeves. The mandate of the court can now be carried out and the arrest made.

"Very respectfully,
"W. V. RICHARDS,
"*Adjutant-General.*"

Vol. 2, page 217:

"HAVANA, *June 8, 1900.*

"Hon. RAMON BARANAGA,
"*Judge of the First Instance and Instruction,*
"*District of Cathedral, Havana.*

"DEAR SIR: I, as attorney for the military governor of Cuba, in the matter of criminal case against C. W. F. Neely and others, charged with malversion of funds of the department of posts, beg to inform you that I have appointed Mr. Alfredo Poey, Mr. Albert Wright, Mr. Charles J. Metz, Mr. J. F. Darling, and Mr. Horace Van De Velde as my assistants in the matter, and that they are authorized to communicate to you the desires of the military governor in the case.

"I also beg to inform you that I, as such attorney, hereby ratify all steps that my assistants have made in the case.

"Very respectfully,
"ERNEST L. CONANT."

"HEADQUARTERS DIVISION OF CUBA.
"*Havana, November 12, 1901.*

"The SECRETARY OF JUSTICE, *Havana.*

"SIR: The military governor directs me to inform you that, by reason given by Mr. Alfredo Zayas, counsel for Mr. Neely in the post-office cases, he has granted an extension of ten days to the term given by the law to file answers.

"The military governor directs that you inform the audiencia of this decision, with such instructions as you may consider necessary.

"H. L. SCOTT, *Adjutant-General.*"

"Translation of the Penal Code of Cuba, published by the War Department July, 1900:

"'Article 387. The administrative or military official who shall give orders or intimations to a judicial authority relating to causes or questions in controversy whose cognizance or decision is of the exclusive competency of courts of justice shall incur the penalties of suspension in its minimum and maximum degrees and a fine of from 625 to 6,250 pesetas.'

"The following military order was issued in November, 1901, sent to Cuba during General Wood's absence, and was promulgated by Col. Scott as adjutant-general on November 14, 1901, and transmitted to the court on November 15, 1901:

"'In regard to the proceedings pending against C. W. F. Neely et al., known as the postal cases, the military governor directs me to inform you that in case it be the intention of the prosecution to make use as evidence in the trial of the testimony applied for in the United States you shall immediately inform the proper judicial authorities that this can not be allowed.

"'The act of Congress passed on the 6th day of June, 1900, for the extradition of persons accused of crimes in any foreign country, or any territory occupied by or under the control of the United States, provides that the authorities who may have control of these countries or territories shall guarantee to such persons a "fair and impartial trial."

"'A trial in which there are used "ex parte" depositions given by persons whom there is no opportunity to cross-examine is not a "fair and impartial trial," and accordingly, as before stated, such depositions can not be used at the trial.

"'Any one of the facts testified to in said depositions that may be considered necessary to sustain the prosecution shall have to be provided by oral testimony given by the witness before the court, with opportunity to cross-examine.

"'For this reason all efforts are being made to bring witnesses to Cuba.

"'Your prompt attention to this matter is requested, and also that you communicate the resolution which you may take.'"

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A few days after the promulgation of the foregoing order excluding ex parte evidence General Wood returned to Havana.

The fiscal, Sr. Arturo Hevia, in a long letter directed to M. C. Fosnes, director-general of posts, protested against the order and stated in effect that if it was allowed to stand conviction could not be secured in the postal cases, and asked that the order be rescinded. This letter was by Fosnes referred to the military governor with favorable recommendation. A day or two later General Wood went to Washington and was there on December 6th, 1901, the date of the following order. The trials began January 4, 1902. The ex parte depositions were being read and used as evidence over the protest of attorneys for Mr. Rathbone, made in open court. After the trial had progressed four weeks attorneys made a vigorous protest against the use of the ex parte depositions, when the fiscal presented the following order of Dec. 6, 1901, rescinding the previous order of November 14, 1901, as his authority for using ex parte evidence, which was the first knowledge the defense had of its existence:

"OFFICE OF THE SECRETARY OF JUSTICE,
"*Havana, December 6, 1901.*

"TO THE AUDIENCIA OF HAVANA:

"In regard to the letter of this office dated November 14, 1901, in relation to the cases pending of C. W. F. Neely and others, known as the post-office cases, by which letter it was forbidden to use as evidence in the trial the results of the interrogatory letters sent to the United States, the military governor directs me to inform you that the said letter of the 14th of November, 1901, and the instructions therein contained are by this letter repealed, and that the use of the results of the interrogatory letters are allowed in the trial of the postal cases.

"Very respectfully,

"VERELA JADO, *Secretary of Justice.*"

The effect of which interference with the course of justice and gross violation of the laws of Cuba, as aforesaid, was to admit in evidence in said causes a large number of ex parte affidavits grossly prejudicing the interests of the accused and destructive of their rights, under article 6 of the Amendments to the Constitution of the United States, which provides as follows: "In all criminal prosecutions the accused shall enjoy the right to a speedy and public trial by an impartial jury of the State and district where the crime shall have been committed, which district shall have been previously ascertained by law; to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the assistance of counsel for his defense," by the introduction and reception by the court of said Wood's instructions, which court acted in obedience to the orders of the said Leonard Wood as military governor of Cuba, and such interference with the course of justice in said cases was grossly in violation of his duties as an officer, being conduct unbecoming such an officer of the Army.

2. In this, that the said Leonard Wood, while acting as military governor of the island of Cuba, under the authority of the President of the United States and in pursuance of the treaty of peace concluded between the Government of the United States of America and the Kingdom of Spain, on the 11th day of April, A. D. 1899, did grossly and in a manner unbecoming an officer of the United States, violate the provisions and intendments of article 397 of the Penal Code of the island of Cuba, then and still in force and effect, and which he was then charged with the duty of enforcing, which article, being translated, reads as follows:

"Article 397. A public functionary who shall accept presents that were given to him on account of his official position shall be punished with the penalty of suspension in its minimum and medium degrees and public censure."

By receiving presents from a gambling house or company known as the "Jai Alai" or "Juego de Pelota," operated in the city of Havana by a corporation or association of individuals under a concession granted by the Spanish authorities before the military occupation by the United States of said island, who had submitted for his approval a construction of their concession aforesaid and their regulations thereunder, prepared by their own officers or counsel, and intended to be in the interest of the greatest license to said gambling institution, said gifts consisting of valuable jewelry or personal adornments for his wife, consisting of pearls of the value of more than three thousand dollars; and also of an American-made silver service of the value of more than five thousand dollars,

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said presents having been made immediately after his approval of said favorable construction of said concession and regulations, said approval by the said Leonard Wood, of the said favorable construction of the concession to the said gambling institution having been published in the Official Gazette of May 9, 1902, and the said presents having been given to his wife and to himself personally a short time after such official publication of his approval, all of which occasioned a great public scandal, to the detriment and disgrace of the United States and its officers charged with the military government of the said island, and greatly to the prejudice of military discipline, and constituting conduct grossly unbecoming an officer of the United States Army and a gentleman.

3. That the costly silver plate of the value of more than five thousand dollars, which was presented to the said Leonard Wood while acting as military governor of the island of Cuba, as aforesaid, in consideration of his favorable action upon the definition and construction of the concession and regulations of the said gambling house called "Juego de Pelota" or "Jai Alai," was purchased in the United States, to wit, in the city of New York by an officer of the said association or corporation holding the concession for gambling purposes called the "Jai Alai" or "Juego de Pelota," on or after the day of the said official action by the said Leonard Wood as military governor, and was taken to the island of Cuba by the said officer of the said association or at his instance, and in violation of the laws of the United States was admitted free of duty at the port of Havana, with the knowledge and consent of the said Leonard Wood, brigadier-general, United States Army, and for his personal aggrandizement and benefit, whereas in truth and in fact the said silver plate was subject to an import duty at the port of Havana of more than $1,200, all of which was done to the prejudice of the best interests of the people of Cuba, and in violation of its laws, and to the prejudice of military discipline, and in a manner grossly unbecoming to an officer of the United States Army and a gentleman.

All of which is respectfully submitted.

Washington, D. C., March 19, 1903.

ESTES G. RATHBONE.

DISTRICT OF COLUMBIA,
*City of Washington, ss:*

On the 19th day of March, A. D. 1903, personally appeared before me, a notary public in and for said District and city, Estes G. Rathbone, of lawful age, who being by me first duly sworn, deposes and says that he has read all and singular the statements contained in the foregoing charges and specifications against Leonard Wood, a brigadier-general of the United States Army; that such facts in said charges and specifications are stated upon information and belief and from the records of the Government of Cuba, as they existed during the military occupation thereof by the United States, and now exist, and that he believes the same to be true in substance and in fact.

Subscribed and sworn to before me this 19th day of March, A. D. 1903.

WM. REED MCGILL, *Notary Public.*

Witnesses by whom the foregoing charges can be proven:
Brigadier-General Tasker H. Bliss, Washington.
Captain H. L. Scott, 7th U. S. Cavalry.
Frank McCoy, lieutenant, U. S. A.
Lieutenant Wells, aide to Gen. Wood, U. S. A.
Estes G. Rathbone, Hamilton, Ohio.
Lieutenant Carpenter, U. S. A., aide to General Wood.
Lieutenant Hanna, military attaché, U. S. embassy, Havana.
General Joab A. Patterson, Concord, N. H.
Sr. Pedro Galbis, secy. Juego de Pelota or Jai Alai, Havana.
Manuel Otaduy, president Jai Alai, Havana.
Ernest L. Conant, attorney, Havana.
Sr. Basilio Zarasqueta, Havana.
G. Lawton Childs, banker, Havana, Cuba.
Sr. J. C. Vicanco, secy. of the civil governor, Havana, Cuba.
Col. Geo. H. Burton, inspector gen'l, Washington.
F. Figueredo, late sub. secy. of state government, Havana, now director-general of posts of Cuba.
Alfredo Poey, attorney at law, Havana.
Albert Wright, attorney at law, Havana.
And other witnesses, whose names will be furnished hereafter.

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I also submit a copy of the ruling of the Secretary of War in the matter, dated March 23, 1903, which was evidently based solely on the statements of General Wood. (See Exhibit No. 2.)

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EXHIBIT No. 2.

These charges, which were received by the Secretary of War on the 21st of March, 1903, will be filed, together with Brigadier-General Leonard Wood's answer thereto of that date, and no further action will be taken thereon. No answer to the charges was required from General Wood, and none was necessary, for it was already officially known to the Secretary of War that the charges were in every respect without just foundation. The part taken by the military governor of Cuba in the prosecution of the so-called post-office cases, in which Mr. Rathbone was one of the defendants, had at every step the approval of the War Department, and the military governor exercised no control over the proceeding except such as it was his duty to exercise, and that control in no case went beyond the control which prosecuting officers in the United States lawfully exercise over cases committed to their charge. The "Jai Alai" Company, referred to in the charges, maintained a court in which a game is played somewhat similar to our game of racket, and in which the Cuban people are interested much as our people are interested in the game of baseball. The company included many of the best citizens of Havana, and the gift from them to General Wood, which was made at the time of his departure from the island, had no relation whatever to any official action of his affecting the company, but was a part of the general expression of gratitude by the Cuban people towards the representative of the United States for the just and beneficent government through which the establishment of the free Republic of Cuba had been accomplished, and the chief credit of which was due to General Wood. To have refused this and other gifts made at the same time would have been discourteous, injurious, and unjustifiable. The treatment of the gift at the customs-house was strictly in accordance with law and official propriety.

The charges have no justification.

ELIHU ROOT, *Secretary of War.*

MARCH 23, 1903.

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I also submit a copy of an appeal by me from the ruling of the Secretary of War to the President, dated March 24, 1903. (See Exhibit No. 3.)

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EXHIBIT No. 3.

HOTEL RALEIGH,
*Washington, D. C., March 24, 1903.*

Hon. THEODORE ROOSEVELT,
*President of the United States.*

SIR: I hand you herewith a copy of charges and specifications against General Leonard Wood, which I filed with the War Department on the 21st instant, together with a copy of the Secretary of War's ruling in the premises, dated 23rd instant, by which these charges and specifications are ignored.

It will be observed that the specifications contain a copy of General Wood's orders to the courts in the postal cases, the same that Senator Hanna presented to you as a part of his communication of date of May 8, 1902, upon which communication you based your action on or about May 12, 1902, in ordering that the law in Cuba be so changed as to provide, in effect, for a new trial in the postal cases.

It will also be observed that the Secretary of War, in his decision of March 23rd, approves of all of Wood's acts in the postal cases in the following language:

"The part taken by the military governor of Cuba in the so-called post-office cases, in which Mr. Rathbone was one of the defendants, had at every step the

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approval of the War Department, and the military governor exercised no control over the proceedings, except such as it was his duty to exercise, *and that* control *in no case* went beyond the control which prosecuting officers in the *United States lawfully exercise over cases committed to their charge.*"

This, I submit, is a *remarkable statement.* Who ever heard of a prosecuting officer of the United States *giving orders and instructions to a court,* as did General Wood in the postal cases?

*No self-respecting court* in the United States *would either tolerate or submit* to such dictation on the part of a prosecuting officer or anyone else.

You will see that I allege that General Wood received valuable presents from the Jai Alai in consideration of certain favors granted to them by him.

The Secretary of War says in his decision: "And the gift from them (the Jai Alai) to General Wood, which was made at the time of his departure, had no relation whatever to any official act of his affecting the company."

I hand you herewith a copy of the Official Gazette of May 9, 1902, and invite your attention to the order of General Wood, through his adjutant, on page 1725 thereof, as follows:

"HEADQUARTERS MILITARY GOVERNOR, ISLAND OF CUBA,
"*Havana, May 7, 1902.*

"Mr. MANUEL OTADUY,
"*President Sociedad Anonima Jai Alai, Havana, Cuba.*

"SIR: *The military governor directs* me to acknowledge receipt of your letter of April 26, 1902, and to inform you that the expediente relative to the authorization of the 'Reglamento del Juego de Pelota,' requested by Mr. Basilio Zarasqueta on December 30, 1898, has been examined and found to have been duly and properly authorized in accordance with the 'Ley para el ejercicio del derecho de asociacion de 1888' by the civil governor of the province of Havana on the 31st day of January, 1900, after consultation with and approval by the secretary of state and government and the secretary of justice, *and the rights acquired by your company are protected by the laws in force.*

"By order of the military governor:

"H. L. SCOTT, *Adjutant-General.*"

On pages 1721 to 1725, inclusive, under the caption of "El Juego de Pelota," immediately preceding the order above quoted, you will find a considerable matter in Spanish, which is in effect the *construction of the agents and attorneys* of the Jai Alai of *their rights under their concession,* which is *favorable to the Jai Alai Company;* and, as I am advised, it *settled favorably* to "Jai Alai" *many troublesome questions* arising from their concession.

By the order above quoted, General Wood—without any criticism whatever of its contents—*approved of the said regulations,* which amounted to a grossly *one-sided construction* of the company's concession, *saving every doubtful point in favor of the company and against the public who patronized it.*

A press dispatch, copy of which I enclose, taken from the Evening Star of this city, of date March 5th instant, says, in effect, that a bill was recently before the Cuban House of Congress which in its terms sought to restrict or limit gambling on Jai Alai base ball, etc., when it *was discovered that vested rights had been granted to "Jai Alai,"* and approved by the military governor and the U. S. War Department, and that they *could not be abrogated under ten years without violating the Platt amendment.*

All of these matters were presented to the War Department in my charge and specifications before referred to, but as the Secretary of War approves all that General Wood did as military governor of Cuba no investigation at his hands can be expected, no matter what charges are made against General Wood.

While the charges and specifications above referred to *set forth infractions of Cuban laws and breaches of the Articles of War* on his part, yet other and greater wrongs have been committed by General Wood during his occupancy of the office of military governor of Cuba, which I shall probably disclose in other charges and specifications, and which will require, and, I hope, receive, at your hands full and searching investigation.

I shall use every means at my command to secure investigation of General Wood's reprehensible conduct while in Cuba as its military governor, in order that the American people may know the whole truth, and in the end justice be done.

Very respectfully.

E. G. RATHBONE.

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No action was taken on my appeal to the President that I ever heard of.

*General Wood was in Washington when the charges were filed* and the appeal taken to the President, and knew of them; yet, in the face of these serious charges, about *a week later he sailed* for a foreign country.

Most men, and certainly every soldier, if they felt secure in their position and valued their good name, would have dropped all else, no matter how important, and demanded an investigation; but General Wood chose another way.

I wrote the following letter to Senator Platt, chairman, advising that General Wood et al. were important witnesses in this matter; that I desired the presence of General Wood in the investigation. This was more than a month before Wood left.

WASHINGTON, D. C., *February 16, 1903.*

Hon. O. H. PLATT,
*Chairman Committee on Relations with Cuba,*
*Washington, D. C.*

SIR: Referring to the matter of my petition to the Senate of June 26, 1902, which was referred to your committee, and has now assumed the form of Senate Document No. 440, Fifty-seventh Congress, first session, and concerning which I was called before your committee the 6th instant and made a presentation in writing in support of my petition aforesaid, I desire to state for your information that Gen. Leonard Wood, Capt. H. L. Scott, of Seventh U. S. Cavalry, and Lieut. Frank McCoy are important witnesses in this matter: that General Wood has been ordered to duty in the Philippines and will probably leave for his new post of duty in a very few days, taking with him (as I am reliably informed) Captain Scott and Lieutenant McCoy.

Aside from the fact that I desire the presence of General Wood as a witness in the proposed investigation, there are certain allegations contained in the written presentation made to your committee by me, as before related, that in fairness and justice to General Wood he should have opportunity to see and make such answer as he may deem proper before he leaves for his new post of duty.

I am willing to make oath to the written statement which I made to your committee on the 6th instant, and I would prefer that General Wood make whatever statements he desires in the premises under oath or affirmation.

Yours, very truly,

E. G. RATHBONE.

On page 148 of General Wood's reply he, in answer to my allegation that the proceedings which led to my conviction was not a judicial proceeding but a special proceeding directed and controlled by the military governor, who issued orders, instructions, and communications to the court, etc., says: "This statement I deny in toto and declare that the proceeding was a strictly judicial proceding and in no way directed or controlled by the military governor," etc. And in the same sentence says: "*The orders and instructions communicated to the court* in no way prejudiced the case of Mr. E. G. Rathbone, but, as will be shown, in almost every instance were directly to his advantage."

This is a *direct acknowledgment* that he did send orders to the courts in the postal cases, and I wish to state here that in giving orders to courts he did not confine himself to the postal cases, but he gave written orders to courts in other cases, directing them to do this or not do that, copies of which are in my possession; and no one will have the temerity to dispute their authenticity, as *no one has disputed* the correctness of the copies of Wood's orders to the courts in the postal cases, as appears in Exhibit No. 27 of my presentation to your committee on February 6, 1903 (p. 106).

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*He admits that he sent the orders to the courts* in the postal cases, but pleads in justification of his acts that in almost every instance they were directly to my advantage. Admitting his statement in this regard to be true, which I do not, he nevertheless violated article 387 of the Penal Code of Cuba, which forbid his giving "orders or intimations to a judicial authority," etc. *Thus he stands convicted out of his own mouth.*

In the matter of his statement that his orders to the courts were in most instances "directly to his (my) advantage," I call attention to Wood's cable of July 27, 1900, to Colonel Scott, adjutant-general, in Habana, recorded on page 4 of Wood's reply (p. 148), where he orders my arrest and orders further that the bail be not less than $25,000, and adds, "Present official copy of this telegram to the court."

This amounted to *an order to the court* in the matter of the amount of the bail and *was so construed by the court* and *so stated by the court*, evidence of which I will point out, if requested. Surely the fixing of bail is an exclusive function of the judiciary, and in no government except despotism would any other branch of the government dare to suggest, much less *order*, the amount of bail to be fixed by a court.

His second cable to Adjutant-General Scott, dated July 28, 1900, page 5 of his reply (p. 149), seems to have been an afterthought for that purpose of relieving himself of the odium of the first one; but the first cable had done its work, resulting in my arrest and a demand of a $25,000 bond *in cash and in American gold.* A good bondsman, Francescoa Gamba, worth many times $25,000 in real estate in Habana, was offered by me as a bondsman and rejected by the court, as he said, *by order of Wood* to exact $25,000 cash in American gold. This can be proven, if necessary, and I hold myself in readiness to point out the evidence.

From one who saw the original cable, dated July 27, 1900, I learn that Wood stated that the bond should be $25,000 *cash in American gold. The court said so, too.* Therefore I request your committee to get the original cable from the cable company, which can be procured.

I invite attention to page 149, where he says: "And it was for that reason alone that Mr. Rathbone was not arrested prior to my departure, and it was for the purpose of *withdrawing that prohibition* that the telegrams above referred to were sent."

He says on page 149 that the Department of Justice had informed him that they had sufficient evidence against me to warrant my arrest, but he requested them to not do so, etc. *Is not this interfering with courts* within the inhibition of article 387, notwithstanding his assertion that he did it for my advantage?

On page 149, in speaking of the police surveilance to which I was subjected for one and a half or two years, he says: "The men were not in uniform, and every effort was made to avoid publicity as much as possible, or any unnecessary humiliation." This is false and was known by General Wood to be false when he penned it. From about the 20th of May, 1900, for some weeks uniformed and mounted *men rode back and forth* in front of my house in the Cerro *night and day*, and later, when I moved to the Hotel Trotcha, a *colored officer* perched himself in front of my sleeping-room door, not one, but many nights, until the newspapers took it up and commented so unfavorably that he was withdrawn and a white man substituted.

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I relate the foregoing to dispel the impression that General Wood seems to want to create—that he was my friend and benefactor, when the contrary is true. In regard to the use of "ex parte" and hearsay evidence in the postal trials, which General Wood speaks of on page 150, I reiterate and challenge the records in the postal cases, which will show that not only hearsay but "ex parte" affidavits, in which I nor my attorneys had opportunity to submit cross-interrogatories even, much less to cross-examine, was afforded me. The papers speak for themselves, and will entirely refute General Wood's declaration that in all instances I had opportunity to cross-examine. I ask your committee to send for the original accounts of Henry C. Lewis, special agent of the War Department and Department of Justice, who took many of the "ex parte" depositions—accounts for August, 1901 (certificate 786), September, 1901 (certificate 736), and October, 1901 (certificate 736). They can be found in the Insular Division of the War Department.

General Wood dwells at length on page 150 upon my statement that "witnesses were not summoned in my behalf," and assumes to understand that I refer to witnesses before the supreme court. I referred to the "audiencia" or trial court. In reference to the trial in the audiencia and to motion No. 19, made by my attorneys on February 7, 1902, to have La Fontisee, Fisher, and Steinhart summoned as witnesses, this motion was denied in decision No. 20, which is a part of the records in the postal cases, and copies thereof are in my possession. This is all made plain on page 109 of my brief.

On page 151 General Wood says: "Mr. Rathbone states (p. 2) by official orders and acts the military governor discriminated against me in the matter of my official accounts," and adds, "I reply that this statement is not correct."

I submit that in this matter Wood's letter (see Exhibit No. 18, p. 95, of my presentation, filed February 6, 1903) refutes his statement, as does pages 111 to 117, inclusive, of my brief; and in this connection I again call attention to the fact that General Wood *by military orders forced the auditor to violate law* in passing items of expenditure that were not proper according to the law controlling the auditor (Exhibit No. 7, p. 16, in my brief filed February, 1903), and his own ruling in his letter of October 29, 1901, to me (Exhibit No. 18) and page 95 of my brief. General Wood does not dwell upon these matters, but passes them by with reckless abandon. Pages 154 and 155 are taken up by General Wood in explaining about the expenditures for which I was put on trial, and he closes by calling attention to the fact that *I was acquitted of these charges.*

This is true, but *I was nevertheless indicted and put on trial* for these expenditures, which were identical with those of General Wood, and in some instances from the same merchant. He held that items of this character were not proper charges to make against Government revenues (see Exhibit No. 18, p. 95), yet items of the same character are found in his accounts as well as others. And, in this connection, I ask you to send for the original accounts of General Wood for months of January, 1902 (certificate 1320); February, 1902 (certificate 1422); and March, 1902 (certificate 1423).

Also accounts of B. F. Davis, treasury disbursing clerk, Department of Cuba: April, 1901 (certificate 114); May, 1901 (certificate 209); June, 1901 (certificate 306); August, 1901 (certificate 638); Septem-

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ber, 1901 (certificate 715); October, 1901 (certificate 1009); November, 1901 (certificate 1137); December, 1901 (certificate 1219); January, 1902 (certificate 1313), and February, 1902 (certificate 1314).

Large sums were disallowed in my accounts because of alleged improper or no subvouchers. Still he orders the auditor to pass accounts in which there are *no vouchers, and forces the auditor, by military orders, to violate the law.* (See Exhibits Nos. 32, 33, 34, 35, and 36, particular attention being invited to Nos. 34 and 35, containing the military orders that no subvouchers or receipts are required, pp. 114 to 117). Does any one question the authenticity of these exhibits? They are correct copies of the vouchers as passed by the auditor, and are now on file in the Insular Division of the War Department.

On page 153 of his reply he says that when he informed me of Neely's arrest I became speechless and fell into a chair; also that I opposed Neely's arrest. This is a most absurd statement, when viewed in the light of the facts, which are that the information which led to Neely's arrest was furnished by me, and that I knew of Neely's arrest from one-half to three-quarters of an hour before Wood told me, so that I had plenty of time to faint and recover many times between the time I knew of Neely's arrest and Wood telling me of it, which he describes so dramatically on page 153. He has told this silly tale to many persons, probably for the purpose of showing his wonderful astuteness. After Neely left Cuba in April, 1900, I caught him at the Waldorf-Astoria with a cable ordering him back to Cuba. This cable was found upon Neely by the officer who arrested him in Rochester, and was produced by him at the trial. Neely answered, stating in substance that my cable was not received in time to get the Saturday's boat.

Immediately upon receipt of Neely's cable I cabled Postmaster-General Smith that Neely was at the Waldorf-Astoria, New York, and at the same time I sent General Wood a letter, giving him the information that I had heard from Neely, and also gave him a copy of my cable to the Postmaster-General advising him of Neely's whereabouts. General Wood at once cabled the information given by me as to Neely's whereabouts, to the Secretary of War, who caused Neely's arrest. I learned afterwards from Gen. J. L. Bristow that the Postmaster-General, and, I think, all of his Assistants, were out of the Department when my cable advising as to Neely's whereabouts arrived, and before the contents of my cable were known to the Post-Office Department officials the Secretary of War had taken steps to arrest Neely. This was the reason given me why the War Department, instead of the Post-Office Department, caused Neely's arrest. My cable to the Postmaster-General was sent about an hour before General Wood received the copy which I sent him, which was his first knowledge of Neely's whereabouts. On the day on which Neely was arrested the telegraph operator in my department caught from the wire the fact that Neely was arrested, which was probably the cable from the War Department to General Wood, which he (the operator) communicated to me, and I to some of my subordinates, so that *I knew of Neely's arrest before General Wood did.* General Wood's recital as to my becoming speechless, etc., is a silly tale badly told.

General Wood says, on page 154, that "the court fixed Mr. Rath-



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bone's bail at $25,000." Had he added the words "under my specific orders" he would have told the truth; as it is he has only told a part of the truth, which renders the statement a false one. I desire to call attention to the flippant way in which General Wood treats matters on page 155, particularly the matter contained in the second paragraph of page 155, referring to pages 114 to 117, inclusive, of my brief, which is the matter of his issuing military orders requiring the auditor to violate law in passing certain accounts.

On page 162, last paragraph, General Wood seeks to destroy my declaration by saying: "It is sufficient to say that Mr. Rathbone was a convicted embezzler; he was sentenced to ten years and a fine of $35,000." This is a new line of argument, but it does not disqualify Mr. Rathbone from being able to point out the record made by General Wood, and by his order and authority, which proves many. very many, of his assertions in his own defense to be false, and in many instances fabrications and subterfuges.

On page 164 General Wood, in discussing article 387 of the Penal Code (which I have pointed out that he violated), says, "I had full power to modify the law," etc. That is not disputed, but had he the right to *violate* a law which was in full force and effect, as he did in this instance? If article 387 stood in his way, why did he not *repeal* it and *not violate it?*

On page 165 of his reply, General Wood, in speaking of the military order, by order of the President, which enlarged the powers of the supreme court so as to in effect provide for a retrial in the postal cases, says: "Mr. Rathbone did not avail himself of any of the opportunities then offered him to disapprove the findings of the audiencia of Habana."

The utter falsity of this statement is shown by Exhibits Nos. 56, 57, and 58 in my presentation made to your committee in February, 1903 (pages 134, 135, and 136). No. 57 is a copy of a letter addressed to General Wood as military governor, dated May 17, 1902, by Doctor Lanuza, my attorney, inclosing a copy of a petition addressed to the supreme court, requesting proper action to secure certain named witnesses, "*in the retrial of my client, Mr. E. G. Rathbone.*" The petition also asked the retention of certain records named. No. 56 is a copy of the petition to the supreme court. Can there be any mistake about the intent on our part to have a retrial? Is it not plainly stated that we ask the retention of these witnesses and records *for our use in a retrial?*

This is a fair sample and will compare favorably with many, very many, of General Wood's statements made in this matter, which I shall not take the time of myself or your committee to dissect and lay bare.

Another record made by General Wood himself shows that my case was pending in the supreme court on appeal from the judgment of the audiencia, and that he knew it, is shown in the last line of his letter to the fiscal of the audiencia, on page 164 of his reply, and it seems that the Secretary of War understood that I was working for a new trial. (See his cable to General Wood, dated May 14, 1902—page 163.)

It seems that General Wood and the fiscal, Señor Arturo Hevia, do not agree as to the status of W. H. Reeves. Wood pardoned him as a "*witness for the State in the post-office cases.*" (See page 143

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of my brief, filed in February, 1903.) Arturo Hevia, in his statement on page 191, says that "*Reeves was not considered a witness of the State either during the trial nor in the sentence*," etc., so it seems that doctors sometimes disagree.

General Wood says in his reply, page 165, "*Reeves was never promised anything.*" It seems that Reeves did not so understand it, for he filed a claim with the War Department aggregating about $4,000 for services and expenses while waiting in Cuba as a witness in the post-office cases.

Reeves was paid $75 per month for several months by General Wood from insular funds during this period. I ask the committee to call on the War Department for a statement of all moneys paid to Reeves during this time; also for a copy of Reeves's claim for about $4,000 filed with the War Department in 1902, above referred to.

General Wood says, on page 160, referring to my petition of May 17, 1902, to the supreme court, asking the retention of witnesses and records, "It is pertinent to state that this petition could have been presented at any time during the previous ten days, but it did not serve the purpose of the defense to do so."

This is fully answered and refuted on pages 134, 135, and 136 of my brief filed with your committee February 6, 1902, and shows that we could not present our petition until the law (see order No. 160, on page 136) was published in the Official Gazette to make it effective, which official publication General Wood withheld until 11.30 p. m. of May 19, 1902, just thirty minutes before the beginning of the day on which American occupation terminated. (See page 137 of my brief of February 6, 1902.)

General Wood says, on page 171 of his reply, that three of the court of five judges who tried the postal cases were appointed by Lanuza, my attorney, who was secretary of justice under General Brooke.

He cites this alleged fact as an evidence that the court could not have been influenced by him. General Wood's statement is in effect false. One would infer from this statement that Lanuza appointed three of the five judges to their positions as *judges of the audiencia*, which is not true. The court was composed of Judges Aguirre, Domestre, La Torre, Azcarate, and Ortiz. The two first named were appointed as judges under the Brooke administration. The two latter were appointed under Brooke's administration *as assistant fiscals or assistant prosecuting attorneys*, and appointed to judgeships by General Wood. La Torre was removed by General Brooke as president of the audiencia of Pinar Del Rio, and appointed judge of the audiencia of Habana by General Wood. Despite the opinion of Judge Magoon, the law officer of the Insular Division of the War Department, contained in his report for the year 1901, which was approved by the Secretary of War, to the effect that I could not be legally tried for conspiracy, which was officially sent to General Wood, I was tried on that charge.

In reference to Mr. Steinhart's statement referred to by General Wood in his reply, I will say that what we desired was Mr. Steinhart as a witness where he would be subject to cross-examination, which would have developed all that we desired, but the court refused to subpœna him and others, as already shown.

As to the statement of Post-Office Inspector H. T. Gregory, I shall

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not take the time to comment thereon, except to say that it is grossly exaggerated and untrue in many respects. I know of no one who regards him seriously.

In the statement of C. E. Ortiz, president of the audiencia (p. 185), we find a judge getting down from his high position on the bench to deny that he was "*influenced*," etc. Is not this a case of "he doth protest too much?"

I have made this answer to General Wood as brief as possible, omitting to occupy time and space necessary to refute many of his assertions, which in most instances could be accomplished by his own utterances and by records. I insist that the verdict which was rendered against me in the audiencia, from which I took an appeal, was caused by Wood's interference with the courts and other acts; that it was brought about "by irregular and illegal proceedings" rather than by usual judicial procedure.

I respectfully submit that the action of the President of the United States in ordering General Wood to so change the law as to give to the supreme court of Cuba (which corresponds in jurisdiction to the Supreme Court of the United States) jurisdiction to hear evidence and to retry my case must have been based upon some extraordinary reason, presumably that of the unlawful procedure of which I complain, or upon a determination of my unlawful conviction.

In conclusion, I reiterate that the principal witness against me, W. H. Reeves, a self-confessed forger and embezzler, who gave testimony against me, *not under oath*, but under a promise of immunity and reward, both of which he received (see pp. 137, 143), and General Wood's interferences with the courts and their processes (see pp. 106, 107, 108, 109), were the principal factors in my arrest, trial, and conviction.

I claim as the right of an American citizen to have the matter of all of my acts in Cuba, including the trial, fully investigated, to the end that the truth may be known and that justice be done.

Very truly,

E. G. RATHBONE.

Hon. O. H. PLATT,
*Chairman Senate Committee on Relations with Cuba,*
*Washington, D. C.*

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THE RALEIGH,
*Washington, D. C., June 20, 1906.*

DEAR SIR: I hand you herewith a pamphlet entitled "*Argument of M. A. Hanna, Senator from Ohio, in Opposition to the Promotion of General Leonard Wood*," which deductions and observations by the late Senator are based on the sworn testimony adduced before the Committee on Military Affairs of the Senate in 1903, when General Wood was made a major-general, and which contains many material and revelant facts bearing directly on the allegations contained in my petition. When opportunity affords, I will point them out and make them plain.

I invite attention to the fact that my statements herein are made under oath, and that General Wood's are not.

Very truly,

E. G. RATHBONE.

Hon. HENRY E. BURNHAM,
*Chairman Senate Committee on Cuban Relations.*

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EXHIBIT A.

*Argument of M. A. Hanna, Senator from Ohio, in opposition to the promotion of Gen. Leonard Wood.*

The testimony given before the committee has developed points to which no answer is attempted by General Wood in the various communications submitted by him prior to his departure for the Philippines, nor can those communications be accepted as a refutation of testimony given by witnesses under the solemnity of an oath. To accept them as a controversion of sworn testimony would brand those giving such testimony as unworthy of credence. Among those who would be thus branded are men in the military and naval service of the United States. It is impossible to accept the mere statement of General Wood, made prior to his departure for the Philippines, and covering only a part of the matters at issue, in preference to this sworn evidence. Some of the testimony given by these witnesses has cast serious reflection upon the veracity of General Wood, and it would appear that neither he nor the Senate, which is asked to confirm his appointment, should rest content until he has been given opportunity to disprove, specifically and under oath, the damaging statements made on oath concerning his conduct.

The facts to which attention will be called would seem to make this necessary, and the honor of the Army would seem to demand it.

**The Case of E. G. Rathbone.**

In the matter of the complaint of E. G. Rathbone, that he was not afforded a fair and impartial trial for the offenses charged against him in Cuba, by reason of the action and interference of the military governor in the judicial processes in Cuba, a vast amount of evidence has been submitted. As parts of the record, there appeared a complaint of Rathbone and the answer of General Wood thereto. In many instances General Wood makes no answer, except to rule that the charge is irrelevant. Setting aside these questions there are several points of prominence and importance which present themselves.

Rathbone charges, in effect, that the direct interference of General Wood and his active participation in the processes and the course of the prosecution, bearing in mind that the military governor had executive, legislative, and judicial powers, and that he had the power of removal and appointment of all judiciary officers of Cuba, resulted in an unfair trial and to the prejudice of Rathbone.

Rathbone further charges that the most important witness against him was one Reeves, whose testimony on the trial was given without an oath, although it flatly contradicted evidence which he had previously given under oath (p. 231).

The testimony shows (p. 611) that Reeves was promised immunity by General Wood, and was considered by General Wood as a state's witness (p. 356), but was not declared as such to the court by General Wood. As one of the accused he was permitted to give unsworn evidence on the trial. If Reeves was considered by General Wood as a witness for the state, he should have been declared as such and compelled to testify under oath, as was done by General Wood in the case of Corydon M. Rich (p. 760). It appears from the testimony of Fiscal Hevia that he could have been so declared without imperiling the prosecution on the theory of conspiracy (p. 365).

General Wood (p. 357) cites Fiscal Hevia's opinion, which is that "*Reeves was not proposed as a witness, nor was it possible (that he could be), being one of the accused.*" This states the cause of Rathbone's complaint precisely. Reeves was a witness for the State (p. 356), but he was not so declared by General Wood to the court, which therefore had to consider him as one of the accused and not as a witness, thus permitting Reeves to testify against Rathbone without the solemnity of an oath.

General Wood states (p. 357) "*Reeves was never promised anything.*" And yet he admits that he was a witness for the State, and Witness Fisher (p. 611) swears that General Wood promised Reeves immunity before Rathbone's trial. Secretary Root, on p. 856, flatly contradicts the statement of General Wood on page 357—that "*Reeves was never promised anything.*" The Secretary says (p. 856): "*I approved of General Wood giving Reeves immunity if he could get testimony against the principal offenders, the other offenders.*" This shows clearly that the promise given, alluded to by Secretary Root, was given **before** the trial, from the fact that it was given for the purpose of getting the testimony of Reeves at the trial. It was an inducement offered before the fact. There is no question that General Wood had communication with Reeves before

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the trial; that he did consider Reeves a witness for the State, and that he pardoned him as a witness for the State. It therefore seems imperative that we ascertain what actually passed between General Wood and Reeves in order to ascertain whether General Wood, who was bound by the act of Congress of June 6, 1900, to see that Rathbone had a "*fair and impartial*" trial, failed in such duty, to the direct injury of Rathbone.

Another point of great importance lies in the admission of *ex parte* evidence, under an order issued by General Wood by which he failed to carry out the explicit directions of the War Department.

The Cuban attorney, Desvernine, called specific attention to the fact that the depositions taken were for use solely by the court of inquiry or court of first instance and that they were used on the actual trial of the case. The Secretary of War had interdicted their use on the trial, saying (p. 314) "*such depositions cannot be used at the trial,*" but when General Wood explained to him (pp. 349 and 350) that it ought to be left to the court, the Secretary issued the order of December 6, 1901, which modified his original order in that the question was to be left to the court. Instead of carrying out this order of December 6th, the court was instructed (p. 315) "*that the said letter of the 14th of November, 1901, and the instructions therein contained are by this letter* **repealed** *and that the use of the results of the interrogatory letters* **are allowed** *in the trials of the postal cases.*"

How such directions were considered by the judicial authorities in Cuba is shown by Fiscal Hevia's statement (p. 369) that the **request** by General Wood for a ten-day extension of time in the case was the act of the military governor "*availing himself of the legislative powers vested in him.*" There can be no doubt that the letter of December 6th, which "*repealed*" that of November 14th, by which the use of *ex parte* depositions in the trial was expressly prohibited, was construed by the court as a legislative act, and, in the absence of the saving clause that the court might receive them or not, that it was considered by the court as an absolute order to receive them. Secretary Root admits (p. 766) that this might fairly be inferred by the courts. Fiscal Hevia, in referring to this (p. 370), speaks of the order of December 6 as "*annulling*" the order of November 14th.

General Wood, in his answer to the Rathbone charges, states (p. 350) that an "*official copy of the above*" (referring to the letter of the Secretary of War December 6, 1901, by which the matter was left to the discretion of the court) "*was furnished to the secretary of justice and by him submitted to the court.*" The record, as shown on page 315, disputes and disproves this statement of General Wood.

We have already called attention to the opinions of the Secretary of War and of Fiscal Hevia, the former that General Wood's direction might be taken as legislative acts and the latter that they were so taken. This should be kept in mind in construing the directions of General Wood to the court, which are cited by Rathbone. There seems to be no question that General Wood knew that he had such powers, and that he exercised them. The fact that in the cases of the extension of time by the courts (pp. 348–9) and of the acceptance of the bond of the surety company (p. 356) as bail, General Wood claims that his action was in favor of the defendant (p. 341), would appear to be beside the point, which is that General Wood's power of interference was recognized by the court.

General Wood claims that in fixing the amount of bail originally at $25,000 he merely made a suggestion (p. 341). In complying with the wishes of the Secretary of War (p. 355) to have the surety company accepted as bail he also made a suggestion, but in both cases they were as effective as orders to the court.

On May 9, 1902, I submitted to the President an application for a new trial for Mr. Rathbone, stating the grounds upon which the application was based. As a result of this the Secretary of War instructed General Wood to amend the laws of Cuba in conformity with the draft sent with the instructions. By this order, which was given full force only upon the day preceding the American withdrawal from the island, the supreme court of Cuba was authorized to act as a trial court in the rehearing of cases of such nature as the postal cases. It is presumable that this order was issued from a conviction that wrong had been done to an American citizen. One of the first acts of the Cuban Congress was the passage of the amnesty bill by which Rathbone and all Americans accused of crime were released.

General Wood's comment upon Rathbone's action to the effect that he should have declined a pardon and should have taken his case on appeal to the newly authorized supreme court, shows at least a complete ignorance of the conditions obtaining in Cuba. *Rathbone declined a pardon and was not pardoned. He*

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*declined pardon on the ground that an acceptance of pardon was equivalent to an admission of guilt.* Any attempt of Rathbone after the passage of the amnesty act to insist upon a new trial by the supreme court would have been utterly ignored, and he was so informed. No recourse was left him except the application which he has made to the authorities of his own country for an investigation of his acts as an official in Cuba.

As for the judges who constituted the court which tried Rathbone, the list on p. 777 shows that the only members thereof who were not appointed by General Wood as magistrates, whether from civil life or from subordinate judicial positions, were Aguirre and Demestre.

Ortiz was appointed as president of the Havana audiencia by General Wood.

Demestre was promoted as president of the criminal branch at Havana by General Wood on November 5, 1901.

Azcarate was promoted by General Wood to the magistracy and transferred to the Havana Audiencia by General Wood, and assigned to the criminal branch by General Wood on November 5, 1901.

De la Torre was appointed by General Wood and assigned to the criminal branch at Havana by General Wood on November 5, 1901.

On the same day General Wood revoked order No. 422, series of 1900, which permitted the president of audiencia to assign judges to either the civil or criminal business, and took this power into his own hands providing (by order 238, series of 1901) that "*hereafter on making the appointments of justices of audiencia of Havana the Government will determine the chambers thereof to which they will be assigned.*" He then assigned the judges of his selection to the criminal branch. This was only a few weeks before the trial of the postal cases.

General Wood provided further for this trial by order No. 245, series of 1901, November 15, 1901, which states that "*presidents of audiencia may form chambers of justice consisting of five judges in such cases as, although not provided for by law, may in their opinion have special importance.*"

Doubtless the postal cases were so considered. By this order (No. 245) of General Wood, Ortiz was permitted to preside in person at the trial, and to select out of those who were in the criminal branch the four judges alluded to for his associates.

That Ortiz (the president of audencia) took an unusually active interest in the postal cases is shown, when, prior to the oral trial (as the trial before the audencia is called, in contradistinction to the investigation by the judge of first instance), he asked for a translation (p. 493) of Assistant Postmaster-General Bristow's report, which gave the latter's opinion as to the guilt of the accused. It is to be further remarked that this opinion of Mr. Bristow was received in evidence on the trial, being attached to a deposition taken for use on the preliminary hearing.

It may also be remarked that Mr. Desvernine swears that the defense never consented to the use of the depositions, but only asked that certain documents, which appeared only as attached to depositions, be admitted as evidence.

In order to obtain the modification by the Secretary of War of his order prohibiting the use of *ex parte* depositions, representations were made by General Wood to the effect that these depositions had been taken in accordance with the provisions of the laws of Cuba. It appears, however, that the Fiscal Hevia (p. 369) claims that such use was permissible under Article X of General Wood's military order 181, series of 1900. It was therefore under General Wood's own law that such a practice was admissible. Fiscal Hevia points out that this order makes specific provision therefor. It is inconceivable that this order 181 would have been issued had the laws in force covered the point.

As part of his statement regarding the conduct of the postal trials, General Wood uses letters which he received from the presiding judge, the secretary of justice, and the prosecuting fiscal. One of these is dated March 11 and the other two March 12, thus showing that they were inspired by a curious unanimity in volunteering their statements in behalf of General Wood. These statements were evidently requested. It could not be expected that they would reply in any other than a manner favorable to General Wood, particularly as a contrary course would be an admission reflecting seriously upon themselves.

It is curious to note that Fiscal Hevia, who goes into a very long and warm defense of General Wood in his relation to the postal cases, even going so far as to vouch for the conduct of the military governor in connection with the judges, should have forgotten to mention so important a matter as that set forth by General Wood (p. 357) where he says, "*my instructions to the prosecuting officer was to always give these men the benefit of the doubt. Especially was*

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*this true in regard to Rathbone." At any rate, in view of the fact that Spanish law, under which Rathbone was tried, assumes guilt until innocence is proved, this giving the benefit of a doubt by instructions of the military governor would have been of no effect.*

Why Rathbone was thus particularly mentioned to the fiscal does not appear, but if he had been thus especially recommended to Fiscal Havia, it is curious that the latter makes no mention of it in General Wood's defense.

To show the trustworthiness of the statements adduced by General Wood, we have (p. 368) the assurance of Secretary of Justice Varela Jado, "*that I never received any special order from General Wood in reference to the case, and consequently I never issued any order to the audiencia of Havana in the matter.*"

As a matter of fact, the record shows (p. 315) that the same secretary of justice not only issued the order of November 14, 1901, but also the order of December 6th, to the audiencia of Havana.

The real defense maintained for General Wood's actions in connection with the prosecution of the postal cases, is that besides being the prosecuting officer he was also the legislative power in the island and so could do as he pleased. But the point at issue is that he abused his power to the detriment of Rathbone. Regarding the effect of such action upon the interests of the accused, General Wood's own words may be quoted from his report dated October 5, 1899, which is published by the War Department. He there says (p. 23), "*the present arrangement and distribution of judicial power tends to discourage the investigation of crimes and the punishment of the guilty, and* **in some cases makes a false accusation of crime an effective means of persecuting the innocent.**"

Although General Wood, who then commanded the Province of Santiago, inveighed against the system and demanded its reform, it is to be noted that he never did reform it when he had the power to do so as military governor of the island. With the exception of one instance, in 1900, he removed no judges from office. As he himself states (p. 343): "*The removals during the entire four years were comparatively few.*" That the judiciary was unsatisfactory is shown by Secretary Root in his report covering the year 1901 (p. 38), where he laments that "*the courts are still far from what they should be. One of the greatest dangers which confronts the new government is the difficulty in obtaining an absolutely sound judiciary.*"

But General Wood made no changes in the personnel of the judiciary thereafter, and Rathbone was tried under the system criticised by General Wood and under judges considered by Secretary Root as far from satisfactory.

Keeping in mind that the judicial system was the same when Rathbone was tried as it was when General Wood criticised it in 1899, and that few changes had been made by General Wood in the personnel of the courts, let us compare General Wood's assertion that Rathbone received a fair trial (pp. 340, 346, 362) with General Wood's opinion as expressed in his report of October 5, 1899, where he says (see said report, p. 23):

"*Under the existing conditions of things in Cuba no means are provided for the trial of officers and soldiers of the army, and civilian employes of the military establishment for offenses not cognizable under the Articles of War, except the Cuban courts above described. I do not believe that it is wise or prudent or in any way desirable to subject American citizens who are in the service of their own Government to the jurisdiction and capricious decisions of tribunals composed of persons alien in race and sentiment, administering a system of law with which Americans are entirely unfamiliar, and which would not be tolerated in any American community. * * * Nor do I believe that it is the intention of the United States to subject not only its citizens, but its soldiers, to such treatment as they may expect in some cases, under the law and in the courts as they are now established in Cuba.*"

Add to the statement of General Wood the fact that in the active prosecution of the post-office cases, and in the exercise of his legislative and executive powers, he did give directions to the court (pp. 13, 14, 15) which are admitted, and it will be hard for any fair-minded man to say that Rathbone is not justified in his claim that he was not given a fair trial, and that General Wood violated the obligation placed upon him by our own act of Congress of June 6, 1900.

### Question of Veracity.

Several witnesses whose sworn statements are not to be lightly impeached have in their testimony reflected directly upon the credibility and veracity of General Wood. Statements made by him in various communications are flatly disputed by witnesses testifying under oath, and documentary evidence submit-

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ted by others disputes statements made over his signature. Illustration of this appears in the following extracts from the testimony, reference by pages being made to the printed report of the committee:

Gen. Tasker H. Bliss (pp. 112–113) testified that to him and in his presence Major Runcie impugned the veracity of General Wood, and that he made report of the same to General Wood.

Commander Lucien Young (p. 467), referring to an interview given by him to a newspaper correspondent, testified to having met General Wood in Washington:

*"He informed me that the authorities were very mad about this conversation, and suggested that I deny it. I told him that I could not do so, and would not do so if I was ordered to the coast of Africa; that I had stated it and would not retract it."*

Witness C. E. Fisher, on pages 610, 611, 612, swears that General Wood broke faith with him in a matter of importance, and that he "*would not believe him on oath.*"

Witness Alexis E. Frye, on pages 705, 715, 716, 719, testifies to instances of broken faith and duplicity on the part of General Wood. On page 716:

*Q. "Then, as I understand it, you testify to three facts, that you do not believe in his honesty, or his truthfulness, or his ability as an officer.—A. Yes, sir."*

Witness Runcie, on pages 126 and 127, flatly disputes statements read to him from letters written by General Wood.

Pages 661 to 675 of the report present a series of communications and extracts from newspapers, all having reference to an interview given by General Wood in October, 1900, in reference to yellow fever conditions in Havana. Statements said to have been made by General Wood reflected upon the administration of Gen. William Ludlow, a most efficient, honorable, and conscientious officer, now deceased. General Ludlow pronounced the alleged statements to be "*wholly false and pernicious,*" and it does not appear from the matter published in connection with the question that General Wood succeeded in relieving himself of General Ludlow's charge of having perverted the facts and thereby deceived the public. (First paragraph, p. 672.)

On page 357 General Wood states, "*Reeves was never promised anything.*" Witness Fisher (pp. 610 and 611) swears that Reeves was promised immunity from conviction in return for his testimony in the postal cases.

In connection with General Wood's denial of assurance of immunity to Reeves, special attention is called to the testimony of Secretary Root, p. 856:

*"I approved of General Wood's order giving Reeves immunity if he could get testimony against the principal offenders, the other offenders."*

On page 156 witness Runcie testifies that General Wood pledged himself to a certain act concerning one Corydon M. Rich, upon two specific occasions, and that this pledge was violated.

In his testimony (pp. 474 to 478) Commander Young swears that, to his personal knowledge, General Wood set detectives to spy upon his actions, and also upon various officers of the army stationed in Havana. Young testifies (p. 477) that when he found that this was being done he intimated to General Wood his suspicions that he (Wood) was the instigator of the surveillance, and that General Wood denied it emphatically.

Regarding the various allegations of Witness Frye (p. 702 *et seq.*), there is no answer or explanation by General Wood, the only matter which appears being an argument which supposes what were the mental processes of General Wood, as applied to the facts established by documents and the sworn testimony of Mr. Frye. It is important to note that Mr. Frye, under oath, swears that his experience with General Wood proved him (Wood) to be untrustworthy. The main question raised, regarding the order reducing the salaries of the Cuban teachers, is not whether General Wood subsequently rescinded his original order. Frye swears that General Wood told him that the salaries would be reduced, and that he (Frye) repeated this information to President Eliot, of Harvard College. He asserts that when protests were made General Wood prevaricated by stating that he had no such intention, and that the order complained of had been published through an error.

General Ludlow charged General Wood with deliberate dissemination of misinformation (p. 675). He also charged that General Wood (p. 671) "*had exceeded both his rights as an individual and his obligation to the military service in seeking to defend himself by impugning the administration of others and furnishing material for misrepresentation.*"

He also charged (p. 670) that General Wood wrote an evasive and misleading letter. He further charges (p. 669) that General Wood "*had gone out of his way to misinform the authorities and the public.*" General Wood appears

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never to have made any answer to these charges, nor to have asked for a court of inquiry.

In connection with these written statements of General Ludlow, it may be said that a request was submitted to the committee that Mr. Francis E. Leupp be summoned to testify regarding the accuracy of the original interview, for which General Wood sought to evade responsibility by alleging misrepresentation by the newspaper correspondents.

## Runcie Matter.

An issue appears between General Wood and Major J. E. Runcie regarding the participation of General Wood in the preparation and publication of an article which was published in the North American Review for February, 1900, in which severe criticism was made upon the administration of Gen. John R. Brooke, then military governor of Cuba.

Runcie is a retired officer of the United States Army, and is therefore amenable to army discipline. He states positively, under oath, facts and details which make it incumbent upon General Wood to do more than to write mere letters of explanation, not under oath. We have no right to assume that Lieutenant Runcie, a graduate of West Point, is guilty of gross perjury. As the matter stands, the sworn statement of Major Runcie is not controverted by either the unsworn statements of General Wood or by the testimony of the witness Baker.

It appears from the sworn testimony that the article in question was the outcome of a discussion, at a certain dinner, between General Wood, Major Runcie, and Mr. Baker. It appears clearly from the testimony of both Baker and Runcie that during Baker's stay in Santiago there was much of frank and open criticism of General Brooke's administration, and that General Wood participated in the criticism. Runcie swears (p. 688):

*"It was at this dinner that the arrangement first contemplated—that I should furnish the information to Mr. Baker—was abandoned, and the other course adopted as being easier for all concerned; that I should write the article and turn it over to Mr. Baker as his own."*

Runcie explains that "*by all concerned*" was meant General Wood, Baker, and himself. He further testified (p. 689) that the information as to facts and conditions in Cuba was to cover "*all Cuba.*"

Evidence in support of this appears in General Wood's letter to Baker, dated July 29, 1903 (see Appendix "A"), where General Wood says:

*"I hope you will tell him (the President) the purpose of your visit to Cuba in 1899, and why it was that you wanted as much information as you could get on Cuba."*

On page 135, Runcie testifies that General Wood knew that such an article was to be written and published. On page 688, he swears that General Wood understood that the article would be a criticism of General Brooke's administration in the island, and that "*he* could not avoid *so understanding it.*"

Mr. Baker's testimony is less direct, being rather a denial of recollection or knowledge of facts testified to by Runcie, than a categorical denial of the points at issue. On page 435 he admits that "*General Wood was very frank in his expression of disagreement to certain things that the administration (General Brooke's) was doing,*" and again, page 429, that as a general result of his visit to Cuba, he found that General Wood was "*antagonistic*" to the administration of General Brooke.

This is confirmed by General Wood's own statement in General Wood's letter to Baker, of July 29, 1903, quoted above, as follows:

*"I never professed, as you know, to agree with the policy at that time in force in Cuba, but a frank disagreement is a very different proposition from a covert attack."*

The testimony of Witness Baker appears to have been given with reluctance, and with an apparent desire to escape, as far as possible, any implication of participation in the attack on General Brooke.

That General Wood was interested in the publication of the article in question is declared by Runcie, as shown on pages 136 and 697. Referring to the conversation between General Wood, Baker, and himself, Runcie swears (p. 697):

*"It was inevitable as the result of the conversation that the scope and purpose of that article must indicate a severe criticism of the acts of General Brooke at Havana."*

On page 120 Runcie swears that the article written by him correctly reflected

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the discussion between General Wood, Baker, and himself, and in various parts of his testimony asserts General Wood's knowledge of the preparation and disposition of the manuscript. In a letter dated July 24, 1903 (p. 148), General Wood states:

"*I suppose Baker had been given a frank* **statement of the facts,** *which he would use as a partial basis for such comment as he might make in writing on Cuban affairs.*"

From the testimony of Baker himself regarding General Wood's comment upon the administration of General Brooke, it would seem that any "frank statement of facts" would involve very much the sort of criticism expressed in theRuncie article, whether an article were written by Runcie or by Baker himself on information supplied by Runcie and General Wood.

Runcie further swears (p. 125): "*I told him (General Wood) that I would defend myself before any court-martial that might be summoned; and what was meant there was that if such a defense became necessary it might bring out facts that would be extremely embarrassing to General Wood,*" and explained that the "*facts*" alluded to were "*the facts of General Wood's knowledge that the article was to be written.*"

After an apparent effort to evade a direct admission of the fact, Baker, on page 433, states that he knew that Runcie was to send him an article, and that he knew what the tenor of the article would be. He states (idem) that he supposes that the object of the Runcie article was that "*it would help General Wood to have it understood that General Brooke was inefficient,*" and this understanding appears to be reinforced by Runcie's letter transmitting the article to Mr. Baker. That letter closes with the paragraph "*it may be the beginning of a better day for Wood as well as Cuba.*"

When the article, after its publication, was shown to General Wood, he expressed neither surprise nor indignation. It appears (p. 685) that "*he read some of the passages of the article, and laughed over them.*"

General Wood's comments on the contents of the article have been almost wholly confined to the question of the authorization of its publication. It is of no importance whether Major Runcie authorized the publication of the article over his signature. The real questions arising out of the testimony, and the only ones which General Wood should be called upon to answer, under oath, would include the following:

Did General Wood criticise General Brooke's administration to Baker in Runcie's presence?

Did General Wood suggest that an article criticising his superior officer should be published?

Did he understand that Runcie was to prepare such an article and give it to Baker?

Was he in any way accessory to the preparation or publication of such an article?

Did he subsequently ask Runcie whether the article suggested had been written and sent to Baker?

Why did he not have Runcie court-martialed for the contents of the article when he became satisfied that Runcie had authorized Baker to use his name?

Why did he not ask for the punishment of Runcie, who, as a retired officer of the Army, is amenable to discipline under the orders of the War Department, when he was informed by General Bliss (p. 112) that Runcie had asserted his (Wood's) knowledge of the article in question, and had charged General Wood with falsehood, if he denied such knowledge?

On March 21, 1900 (p. 155), Runcie wrote to General Wood as follows:

"*I am perfectly willing to assume my own defense in the matter, though I shall do so with reluctance, if it shall be necessary to do so. I mean that I hope that it will be unnecessary to make public any further details of the case. I am unwilling to embarrass you more than I have done already as to the result of a well-meant effort which has gone woefully astray.*"

Runcie here alluded to a defense before a court-martial which had been demanded by General Brooke. This is well indicated by the letter written by General Wood to Secretary Root on February 25th (p. 150), saying "*he (Runcie) realizes fully his liability as an officer and the position it places him in.*"

Runcie's letter written to General Wood in a friendly spirit evidently alluded to the fact that in making his defense he would involve General Wood, and the Secretary of War was evidently impressed, as he wrote (p. 155): "*I don't like the last paragraph of Runcie's letter to you.*"

The true point in this whole incident is not whether General Wood authorized

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or saw this specific article, word for word, or saw it before its publication, but whether he did have previous knowledge of, or give assent to, the preparation and publication of an article criticising the administration of his superior officer, General Brooke.

The general denial written by General Wood may be taken as an answer to the charges which he knew would be formulated, but it cannot be accepted as the refutation of the testimony of witnesses subsequently given under the solemnity of an oath.

**Jai Alai Matter.**

In the matter of the establishment in Havana of the game known as the "Jai Alai," it would appear from the record that there was a suppression of certain important and material facts which were known to General Wood, but which he refrained from communicating to the Secretary of War. The testimony of the Secretary of War clearly demonstrates this. Undoubtedly the Secretary based his evidence on the facts as submitted to him by General Wood orally and in writing.

An attempt has been made to show, in this connection, that General Wood did nothing more than give his technical consent to the leasing of a plot of ground by the municipality of Havana for the purpose of erecting thereon the building in which this game was to be played. It is stated that the betting on the games is merely an incident, like the betting on a horse race, and, in the statement which was submitted to Judge Magoon, of the War Department (p. 507), it was declared to the War Department that the object of the Jai Alai Company was the erection of a building on said plot of ground, "*to be used as a fronton, or handball court, wherein the public are to be permitted to play handball upon the payment of a fee.*"

The rules and regulations (p. 871) clearly shows this to be a misstatement, inasmuch as it is there shown to be a game played by professionals as a public spectacle.

It would also appear from the statement of the president of the Jai Alai Company (p. 510), whom we may presume to be an expert on the subject, that such is not the case, and that he so informed General Wood. Referring to the communication of said president to General Wood (p. 510), dated April 26, 1902, it is made wholly apparent that the only feature of importance to the company was the gambling feature, without which they would not have made the lease, and that the company regarded the betting, or gambling, as an integral part of the game. The president of the Jai Alai Company cites to General Wood the following reasons why he should ratify the betting rules (p. 510):

"*The wagers offered being part of the spectacle of the said game of ball, it is obvious that without them it could have no reason to be.*

"*That without the complete game, or, say, including the betting feature, it could never have occurred to anyone to enter into a contract with the ayuntamiento (city council) whereunder the cession of an edifice valued at $100,000 to the latter is involved.*

"*That by virtue of rights and privileges explicitly acknowledged by public instruments of writing which received your approval the corporation of the Jai Alai fronton properly acquired the concession made unto Tomas Mazzantini by the ayuntamiento of Havana.*

"*That under the approval of the Secretary of War of the United States you gave your sanction to the afore-mentioned public instruments of writing, which naturally carried along with it your approval of the regulations which had previously been approved by the civil government on January 31, 1900.*"

It is also made apparent that the rights and privileges claimed by the Jai Alai Company consisted of three things, all of which it was necessary to obtain in order to complete the grant:

(1) The agreement that the company was to have a monopoly for ten (10) years.

(2) The approval of the betting features.

(3) The grant of the municipal plot of land on which the building was to be erected.

It can not be claimed that the whole did not constitute a complete concession. A certain act—say the approval of the lease—remained to be performed by the military governor, and in granting his approval he completed what had been incomplete. As Judge-Advocate-General Dudley said (p. 506):

"*The concession was never completed by the ratification of the Spanish governor-general, as herein asked of the military governor.*"

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For cases of this nature reference may be made to the opinions of the Attorney-General (vol. 22, p. 528), where there appears the following:

"*Any inchoate rights or grants made by a municipal body in Cuba while under Spanish sovereignty, which for their completion required the assent or approval of the Crown or of the Crown officers, would, in the absence of such assent or approval made prior to the treaty of cession (of Cuba) be ineffective and incomplete.*"

There is no question whatever that the Jai Alai concession was clearly included in the groups thus characterized as "ineffective and incomplete." That being its status, further reference may be made to the same authority (Opinions of the Attorney-General, vol. 22, p. 554), as follows:

"*Being incomplete and inchoate, lacking certain public action, * * * it is not a complete and vested franchise or concession, * * * and the War Department is* **without power** *to exercise the prerogatives of the Government to grant or* **complete** *such concessions.*"

Upon such authority as the foregoing it is impossible to avoid a conclusion that General Wood did grant a concession or franchise, in the nature of a monopoly and in violation of the Foraker law, to the Jai Alai Company.

It is claimed that the publication of the rules and regulations in the Official Gazette of May 9, 1902, which was in response to the application of the company made on April 26, 1902, did not operate as the approval of these rules by the military governor. Yet they were published in the official paper which is issued only in connection with official acts.

The record discloses that the notarial documents of April 27, 1900, and October 16, 1900, were submitted to General Wood, "it being necessary to do so considering the privilege thereby conferred" (p. 510), and that they were approved by General Wood "in all of their parts."

Keeping in mind that on April 26, 1902, the president of the Jai Alai Company thus writes to General Wood, it will appear to be a mistake to say that the monopoly privilege had been withdrawn. During the consideration of the matter a suggestion was made for the elimination of the monopoly feature (see testimony of Colonel Dudley, p. 499), but the mayor of Havana asked (p. 506) on March 26, 1901, that the contract remain unmodified and that it be approved without any limitation. There is no record that General Wood modified the ten (10) year monopoly feature, but, on the contrary, the president of the Jai Alai Company states (p. 510) the documents of April 27, 1900, and October 16, 1900, which granted this monopoly, were ratified by General Wood. He said that these documents "*were submitted to your (General Wood's) approval, it being necessary to do so considering the privilege thereby conferred, and after consulting the Secretary of War of the United States they were expressly approved by you (General Wood) in all their parts*" (p. 510).

It is thus made apparent that **after** the submission of the question to the Secretary of War concerning the right of the municipality to lease its land (that is, after April 16, 1901, see Magoon's opinion, p. 507), and after the question of the monopoly had been called to his attention (February, 1901, p. 499), General Wood approved the documents in their entirety, thus granting the monopoly. There is thus established the fact that he knew of and ultimately approved of the monopoly feature of the concession.

As to his powers in the premises, he knew that he had the power to refuse to give his approval to the monopoly, because at one time he proposed the modification of the concession in this respect.

This suggestion of modification (p. 499) evidently originated with the military governor, but was not carried out by him. At all events, it came from his office. The suggestion proves conclusively his authority over the acts of the municipality and the civil governor. This point finds abundant support in the opinions of the Attorney-General (vol. 22, pp. 528–529), where it is stated, in reference to the scope of the powers of the military authorities over municipalities, that "*they (the municipalities) may, at the will of the military commander, be restrained, * * * although inchoate or even completed contracts therefor have previously been entered into.*"

Further light is thrown on this subject by Judge Magoon (p. 507), who states that while a monopoly feature "*appears to have been eliminated, it is understood as being included in the request for a report.*"

Magoon also states "*the attention of the Secretary is called to the fact that a copy of said proposed agreement is not included in the papers submitted.*"

In other words, the documents which contained the monopoly provision were not submitted by General Wood to the War Department.

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Notwithstanding the opinion of Judge Magoon (p. 509) on the question of the monopoly that "*it is probable the Foraker amendment requires the major-general in command of the United States forces in Cuba to prevent the municipalities in the island from exercising the police powers in the State in such a way as to grant property franchises or concessions.*"

General Wood did approve the documents of April 27, 1900, and October 16, 1900, in all their parts, although said documents were grants made after the passage of the Foraker law interdicting them.

The publication was made in the Official Gazette of May 9, 1902 (p. 869), of the rules and regulations of the Jai Alai, which permit the betting and show the difference between such as is carried on by bookmakers at horse races and the system in operation at the Jai Alai, where the proprietors retain a percentage, in some cases five per cent and in some cases ten per cent, of all bets made.

When action by General Wood on these rules was asked by the president of the Jai Alai Company he distinctly called attention to the fact that the company had the military governor's approval of the ten (10) year monopoly of the game and that the bets were a part of the game.

It is claimed that the communication of May 7, 1902 (p. 511), and signed "*by order of the military governor, H. L. Scott, adjutant-general,*" and published in the Official Gazette of May 9, 1902, is a mere letter written by Scott. An examination of the official reports shows that during the entire period of our military government at Cuba all orders, laws, and decrees issued by General Brooke, as well as by General Wood, were in the same form as the one in question, signed by Adjutant-Generals Richards, Chaffee, Hickey, and Scott. There seems to be no question, taking the fact of the actual publication of all the rules and regulations in the Official Gazette in connection with the order of General Wood, through his adjutant-general, and in the light of the letter of the president of the Jai Alai of April 26, 1902, that these rules and regulations, with full knowledge of what was claimed for them by the company, did receive the official sanction and approval of General Wood.

In this connection the following appears in the testimony of the Secretary of War (p. 800):

"*There was a serious difficulty about the acts of the military governor, arising from the fact that he had legislative, judicial, and executive powers, and an attempt by him to regulate the exercise of a franchise or concession might well be deemed to confer a franchise or concession—that is, while he was trying to act as a street commissioner, to regulate a gas company in the exercise of a franchise, the permit that he gave might be construed as a legislative act which conferred the franchise.*"

Therefore, directions were given to General Wood in the letter from the Secretary of War on June 21, 1901 (p. 534), to the effect that no definite decision was to be made in such matters, but that the endorsement should be either that the United States did not object or that it did object, leaving the question as to whether it was good under the Spanish laws to the courts (pp. 800–1). Instead of obeying this letter of the Secretary of War, the language used in connection with the publication of the rules and regulations of the Jai Alai Company in the Official Gazette was that they were "*found to have been duly and properly authorized,*" and "*the rights acquired by your company are protected by the laws in force*" (p. 511).

This clearly shows General Wood's authority over the municipality and the civil governor, and that the approval of the military governor was necessary to give validity to the concession. It also shows the order of May 7, 1902, as constituting a judicial decision by the military governor, and taking from the courts the very point, namely, that of legality, which under the order of June 21, 1901, was to be left exclusively to the courts. It therefore appears wholly impossible to accept the contention that the order of May 7 was nothing more than a "*mere letter*" by which a simply "*technical*" but unnecessary approval was given by the military governor to the act of a subordinate authority.

Viewed in the light of the undoubtedly correct opinion of the Secretary of War, above referred to, this was a decision under the judicial powers of the military governor, or a legislative act of approval. It was an act by which validity was given to that which would otherwise have remained invalid, and completed that which was otherwise incomplete. It was therefore not only a violation of the instructions of the Secretary of War, but also a violation of the Foraker amendment.

Taking into consideration the facts above set forth; the number of times this matter was referred to Judge-Advocate-General Dudley by General Wood, after Colonel Dudley had expressed his opinion; the apparent withholding of im-

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portant facts in the submission of the case to the War Department, in connection with the valuable present given to General Wood by the Jai Alai Company, as admitted (p. 794), which was passed through the Cuban custom-house free of duty, at the request of some one on the claim that it was the property of General Wood when, in fact, it was the property of either Tiffany and Company or of the Jai Alai Company, it would certainly appear that, in the absence of any explanation whatever by General Wood as to his official acts in the premises, we would not be justified in confirming this appointment.

In connection with the present of silverware, it is important to note (*a*) that this appears to have been the only gift made to General Wood himself, although other presents were made to members of his household; (*b*) that the donor was the Jai Alai Company, whose directors were Spaniards who were not interested in the establishment of an independent government in Cuba, and not, as asserted, a group of grateful Cubans; and (*c*) that the approval and promulgation of the rules and regulations permitting gambling "*as an integral part*" of the game of Jai Alai, as published in the Official Gazette of May 9th, was followed on May 10th or May 12th by a cabled order to Tiffany for a $5,000 silver service. (See testimony of Witness Clearman, p. 134.)

It further appears that General Wood knew that charges in connection with this matter would be made, in fact that they actually had been made, and that he left no word of either defense or explanation.

**Bellairs Matter.**

In the matter of the Bellairs incident it appears clearly from the evidence of Witness Fisher that upon two different occasions, one prior to Bellairs' departure from the island, and the other soon after that departure, that he told General Wood of the charges made against the character of Bellairs, and that General Wood asked him to suppress the publication of the charges, at the same time refusing to investigate them when Fisher offered to produce the boys (p. 609) who were willing to swear that improper overtures had been made to them by Bellairs.

Witness La Fontisse swears (pp. 628–9) that he also told General Wood of the stories of Bellairs' criminal record before Bellairs left Cuba. He fixes this time indisputably by showing that General Wood had authorized him to offer transportation to the United States to the man Johnson, who had first recognized Bellairs as a former fellow-convict in the Florida prison. La Fontisse adds that Johnson refused to accept General Wood's offer on the ground that he was receiving hush money from Bellairs.

The testimony of Mr. Diehl shows that at times he was dissatisfied with Bellairs' excessive zeal in behalf of General Wood. He, as well as Mr. Stone, shows that General Wood, while admitting that he had heard of the charges against Bellairs, stated that he disbelieved them, and that, on General Wood's recommendation, Bellairs was for a time retained in the service of the Associated Press (p. 480).

If there had been mere rumors concerning Bellairs without the offer of evidence to support them, and if there had not been the affirmative action sworn to by La Fontisse of General Wood's offer to furnish transportation from the island to the man who identified Bellairs as a former convict, we might pass this incident as a mere exhibition of the confidence of a man in his friend. But the proffer of the evidence to prove the charges must be taken in connection with the fact that General Wood had an adequate detective force at his disposal. If, as sworn to by Commander Young (pp. 476 and 478), this detective force was used to shadow and report upon the conduct of reputable army and navy officers, it is somewhat remarkable that similar steps were not taken in connection with the serious charges and the offered evidence against a man who must necessarily have been in daily contact with the military government and who is shown by the evidence to have been on terms of personal intimacy with the military governor. It is not easy to understand General Wood's indifference to the ugly charges against Bellairs in view of his attitude towards another representative of the Associated Press, the man Costello (p. 603), whose removal he requested upon no other ground than that Costello had business relations with the Catholic Church (p. 410).

**Charges by General Brooke.**

General Brooke charges General Wood with acts which were subversive of military discipline. The real point brought in issue by General Wood was not the physical withdrawal of the funds from Santiago, but the objection was made

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to what is called the centralization at Havana—that is, the authority of the general in supreme command of the island of Cuba to control and supervise the character and the amount of the expenditures by General Wood in Santiago. What General Wood desired was that all of the revenues of that Province should be spent by him in the Province. There is no record that either the President or the Secretary of War granted this request to General Wood.

General Brooke cites the instance of the erection of barracks at Santiago without his knowledge, and although ex-Secretary of War Alger states that his conversation with General Wood might have been construed by the latter as an order, it does not appear that General Wood made any report of the matter to his superior officer, General Brooke, as a justification of his actions.

General Brooke further charges General Wood with insubordination (p. 201), in that he interfered with the civil courts at Manzanillo, where he took from that court a prisoner, charged with the crime of homicide, and set him aboard a ship and sent him out of the country. This was when General Brooke was in command of the island and General Wood in subcommand in Santiago Province, and when he had no such power as he saw fit to exercise in the interference with judicial processes.

### The Matter of Accounts.

Considering the question of accounts, it appears (see Rathbone's Exhibits 32 and 33, pp. 318 and 319) that a waffle iron, two punch bowls, and dozens of wine glasses and knives, which "*have been used and expended in the palace of the governor-general, will not be taken up and accounted for, and the auditor of the island is authorized to pass this voucher as submitted.*" This is done "*by order of the military governor.*"

This is a clear violation of the order of the President, which established the rules for audit in the island, and which General Wood had therefore no power to amend or to ignore and no right to disobey. The passage of these vouchers, distinctly stating that the property was already expended because it was at the palace, and that it would not be accounted for and therefore presumably be considered as the personal property of the military governor or anyone else who saw fit to take it, and which therefore was exempt from the necessity of being turned over to the Cuban Government; all this constitutes a distinct violation of all rules and all orderly conduct of affairs. These items have been taken as examples which go to prove that the objections to General Wood's accounts are not that they could not be made to balance, but that they were made to balance on insufficient or illegal vouchers, and, in the case of the Santiago 1898 accounts, in the face of the total absence of vouchers in many instances.

Request was made that the committee summon certain witnesses in this matter who would swear to the latter fact, but the committee did not comply with the request.

### The Castenada Case.

That General Wood's actions in the matter of the concession to Castenada were a violation of the Foraker law, of the President's order of December 22, 1898, and of the letter of the Secretary of War dated June 21, 1901, is evident from the cable of Secretary Root to General Wood (p. 587), which says:

"*This permit would appear to be a concession for ninety-nine years, and to contravene the policy expressed in the Foraker amendment, and the General Order, No. 188, Adjutant-General's Office, December 24, 1898, and the letter of the Secretary of War to you dated June 21, 1901.*"

Perhaps nowhere in the evidence presented in this case has there been shown more conclusively the habit of insubordination on the part of General Wood than in this instance. Instead of obeying the order of his superior, whose opinions on such a matter would be taken to be final by every civilian, General wood declines prompt obedience to the military order and disputes the legal knowledge of his superior by his reply of May 12th (p. 587). But when on May 14th (p. 587) Secretary Root reiterates his order, it would appear that any officer recognizing discipline and the necessity of obedience to orders in the Army would have yielded ready and cheerful obedience, we find that General Wood does not do so. He chooses to argue, and sends a long cable of explanation and protest, and also sends by cable the opinion of his Cuban secretary of justice to convince his superior that he is in error in his legal opinion. It became necessary for the Secretary of War to send a third command by cable, on the 16th (p. 589), before his orders were carried out by General Wood.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 511.

# JUDGMENTS RENDERED BY THE COURT OF CLAIMS.

## LETTER

FROM

## THE SECRETARY OF THE TREASURY.

TRANSMITTING,

**IN RESPONSE TO A SENATE RESOLUTION OF THE 25TH INSTANT, A LIST OF JUDGMENTS RENDERED BY THE COURT OF CLAIMS.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 26, 1906.*

SIR: In compliance with the resolution of the Senate of the 25th instant—

That the Secretary of the Treasury be, and he is hereby, directed to transmit to the Senate * * * a list of judgments rendered by the Court of Claims not heretofore reported to Congress—

I have the honor to transmit herewith lists of such judgments, amounting to $84,180.29, as follows:

| | |
|---|---|
| Under Treasury Department | $32.78 |
| Under War Department | 80,499.80 |
| Under Navy Department | 1,224.34 |
| Under Department of Justice | 1,651.46 |
| Under Department of Commerce and Labor | 771.91 |
| Total | 84,180.29 |

Respectfully,

L. M. SHAW,
*Secretary.*

THE PRESIDENT OF THE SENATE.

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*Judgments rendered by the Court of Claims.*

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment, | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | TREASURY DEPARTMENT. | | | | | |
| 28015 | Sidney R. Jacobs | 1906. June 8 | $11.11 | 1906. June 11 | 1906. Sept. 9 | Balance due on Febr ary salary. |
| 28016 | E. T. Bushnell | ....do... | 13.89 | June 9 | ....do... | Do. |
| 28014 | Matthew T. Moomaw | ....do... | 7.78 | ....do... | ....do... | Do. |
| | Total, Treasury Department. | | 32.78 | | | |
| | NAVY DEPARTMENT. | | | | | |
| 22449 | The Thames Tow Boat Company. | May 28 | 1,224.84 | May 29 | Aug. 26 | Towing service. |
| | DEPARTMENT OF JUSTICE. | | | | | |
| 23221 | Oscar M. Spellman | May 28 | 285.00 | May 29 | Aug. 26 | Fees as clerk, Unit States court. |
| 22696 | William McCauley | ..do... | 161.75 | June 6 | ....do... | Do. |
| 29083 | H. B. Armistead | ..do... | 380.00 | May 29 | ....do... | Do. |
| 23284 | .....do..... | June 8 | 154.30 | June 11 | Sept. 6 | Do. |
| 22389 | Nicholas A. Covarrubias | May 28 | 545.16 | June 14 | Aug. 26 | Fees as United Stat marshal. |
| 22546 | John C. Easton | June 8 | 125.25 | June 9 | Sept. 6 | Fees as United Stat commissioner. |
| | Total Department of Justice. | ..... | 1,651.46 | | | |
| | DEPARTMENT OF COMMERCE AND LABOR. | | | | | |
| 28912 | William R. Knight | June 8 | 771.91 | June 14 | Sept. 6 | Expenses as shippi commissioner. |
| | WAR DEPARTMENT. | | | | | |
| 27836 | Ernest Ruffer, successor to the British-Manila Estates Company, Limited. | May 28 | 10,536.13 | May 29 | Aug. 26 | Rent for occupation buildings for troops Philippines. |
| 24904 | Chicago, Burlington and Quincy Railroad Company. | June 11 | 2,651.52 | June 12 | Sept. 9 | Army transportation. |
| 24893 | The Chicago and Northwestern Railway Company. | ....do... | 1,626.65 | ....do... | ....do... | Do. |
| 28601 | The Chicago, Burlington and Quincy Railway Company. | June 8 | 1,000.12 | June 18 | Sept. 6 | Do. |
| 25935 | Illinois Central Railroad Company. | June 13 | 247.66 | ....do... | Sept. 11 | Do. |
| 22998 | Daniel M. Thompson, administrator of Alexander Thompson, deceased. | 1904. May 31 | 236.74 | June 13 | 1904. Aug. 29 | Pay, etc., as volunte civil war, act of Fe 24, 1897. |
| 21504 | Ellen C. Alexander, widow of Thomas T. Alexander, deceased. | 1906. May 28 | 80.34 | ....do... | 1906. Aug. 26 | Do. |
| 22519 | Orlando Hand | ....do... | 135.47 | ....do... | ....do... | Do. |
| 21684 | Catherine Smith, widow of William Hally Smith, deceased. | ....do... | 40.92 | ....do... | ....do... | Do. |
| 23163 | M. E. Tilford, daughter of Francis M. Gillstrap, deceased. | ....do... | 125.67 | ....do... | ....do... | Do. |
| 23163 | G. D. Rutherford, administrator of William H. Rushing, deceased. | ....do... | 226.80 | ....do... | ....do... | Do. |
| 23163 | Mary B. H. Hardie, widow of John Hardie, deceased. | ....do... | 50.00 | ....do... | ....do... | Do. |
| 23163 | Helen M Troutman et al., heirs of Joseph D. Powers, deceased, as follows: | | | | | |
| 23163 | Helen M. Troutman | June 11 | 31.84 | ....do... | Sept. 9 | Do. |
| 23163 | Henry G. Powers | ....do... | 31.84 | ....do... | ....do... | Do. |
| 23163 | Mary C. Tate | ....do... | 31.84 | ....do... | ....do... | Do. |
| 23163 | Laura D. McEwen | ....do... | 31.83 | ....do... | ....do... | Do. |
| 23163 | Ella R. Humphrey | ....do... | 31.83 | ....do... | ....do... | Do. |
| 23163 | Augustus J. Powers | ....do... | 31.83 | ....do... | ....do... | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 23163 | Ida C. Adamson | 1906. June 11 | $31.83 | 1906. June 13 | 1906. Sept. 9 | Pay, etc., as volunteer, civil war, act of Feb. 24, 1897. |
| 23163 | Herbert E. Powers | ....do... | 31.83 | ....do... | ....do... | Do. |
| 23163 | Mary M. Ratliff, daughter of William H. Murrell, deceased. | ....do... | 25.60 | ....do... | ....do... | Do. |
| 23163 | Benjamin S. Whitman | ....do... | 148.34 | ....do... | ....do... | Do. |
| 23163 | Absalom Thomas | ....do... | 91.93 | ....do... | ....do... | Do. |
| 23163 | Thomas W. Neill | ....do... | 116.13 | ....do... | ....do... | Do. |
| 23163 | Thomas C. Underwood, administrator of Wm. Randolph, deceased. | ....do... | 281.83 | ....do... | ....do... | Do. |
| 21588 | Thomas J. Hardin | ....do... | 35.33 | ....do... | ....do... | Do. |
| 21564 | Annie B. Sharrard, widow of Samuel R. Sharrard, deceased. | ....do... | 112.00 | ....do... | ....do... | Do. |
| 21597 | Jesse Bryant | ....do... | 112.45 | ....do... | ....do... | Do. |
| 21816 | William F. Scott | ....do... | 555.89 | ....do... | ....do... | Do. |
| 21500 | Surilda C. Smith, widow of James H. Smith, deceased. | ....do... | 171.42 | ....do... | ....do... | Do. |
| 21697 | Daniel B. Waggener | ....do... | 101.10 | ....do... | ....do... | Do. |
| 21920 | Eliza J. Riffe, widow of James C. Riffe, deceased. | ....do... | 129.24 | ....do... | ....do... | Do. |
| 23163 | Sallie E. Barlow, widow of Edward C. Barlow, deceased. | ....do... | 22.40 | ....do... | ....do... | Do. |
| 23163 | Samuel Throckmorton, administrator of James W. Brewer, deceased. | ....do... | 129.24 | ....do... | ....do... | Do. |
| 23163 | Mattie J. Bickers, widow of Alfred Bickers, deceased. | ....do... | 105.14 | ....do... | ....do... | Do. |
| 23163 | Frank H. Bristow | ....do... | 53.92 | ....do... | ....do... | Do. |
| 23163 | John Carnes | ....do... | 95.46 | ....do... | ....do... | Do. |
| 23163 | Thomas J. Cherry | ....do... | 26.22 | ....do... | ....do... | Do. |
| 23163 | George W. Drinkard | ....do... | 79.50 | ....do... | ....do... | Do. |
| 23163 | C. Y. Dyas, administrator of Robert J. Dyas, deceased. | ....do... | 195.51 | ....do... | ....do... | Do. |
| 23163 | Joseph C. Foreman, son of Joseph Foreman, deceased. | ....do... | 69.68 | ....do... | ....do... | Do. |
| 23163 | Amanthus Irvine, widow of Williamson Irvine, deceased. | ....do... | 133.90 | ....do... | ....do... | Do. |
| 23163 | Alfred Lynch, son and sole heir of Thomas Lynch, deceased. | ....do... | 158.52 | ....do... | ....do... | Do. |
| 23163 | William D. Munson | ....do... | 32.13 | ....do... | ....do... | Do. |
| 23163 | Adaline Petard, executrix of Paul V. Petard, deceased. | ....do... | 121.66 | ....do... | ....do... | Do. |
| 23163 | Lee R. Meng, administrator of Samuel J. Richards, deceased | ....do... | 192.76 | ....do... | ....do... | Do. |
| 23163 | Virginia Sowards, administratrix of Thomas J. Sowards, deceased. | ....do... | 208.48 | ....do... | ....do... | Do. |
| 23163 | Susan Weatherford, widow of James W. Weatherford, deceased. | ....do... | 57.13 | ....do... | ....do... | Do. |
| 23163 | Simon Gratz | ....do... | 415.64 | ....do... | ....do... | Do. |
| 23163 | Elizabeth C. Laird, widow of Thomas G. Laird, deceased. | ....do... | 78.60 | ....do... | ....do... | Do. |
| 23163 | William W. Snyder | ....do... | 54.65 | ....do... | ....do... | Do. |
| 23163 | Sarah M. Smith, widow (remarried) of Newton M. Hutchins, deceased. | ....do... | 52.26 | ....do... | ....do... | Do. |
| 23163 | William M. Beson | ....do... | 211.16 | ....do... | ....do... | Do. |
| 23163 | Mary E. Ford, administratrix of Harrison Ford, deceased. | ....do... | 208.64 | ....do... | ....do... | Do. |
| 23163 | James W. Read | ....do... | 375.37 | ....do... | ....do... | Do. |
| 21746 | James R. Wise | June 13 | 59.54 | June 18 | Sept. 11 | Do. |
| 21682 | William A. Warner | ....do... | 396.05 | ....do... | ....do... | Do. |
| 21879 | Joseph A. Fagg | ....do... | 265.25 | ....do... | ....do... | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 21950 | Ellen Johnson, widow of Oliver P. Johnson. | 1906. June 13 | $104.80 | 1906. June 18 | 1906. Sept. 11 | Pay, etc., as volunteer civil war, act of Feb. 24, 1897. |
| 23163 | Armilda H. Audspeth, widow of James H. Hudspeth. | ....do ... | 40.87 | ....do ... | ....do ... | Do. |
| 23163 | Edmund H. Salkeld ..... | ....do ... | 16.20 | ....do ... | ....do ... | Do. |
| 23163 | Francis Read, widow of George D. Read. | ....do ... | 127.33 | ....do ... | ....do ... | Do. |
| 23163 | Eva E. Underwood..... | ....do ... | 17.22 | ....do ... | ....do ... | Do. |
| 23163 | William E. Tindell ..... | ....do ... | 17.22 | ....do ... | ....do ... | Do. |
| 23163 | George P. Wilson, administrator of William J. Wilson. | ....do ... | 173.24 | ....do ... | ....do ... | Do. |
| 23163 | A. Llewellen Griffith, son and sole heir of David J. Griffith. | ....do ... | 270.40 | ....do ... | ....do ... | Do. |
| 23163 | Mary Arnold, widow of William E. Arnold. | ....do ... | 23.79 | ....do ... | ....do ... | Do. |
| 23163 | Susan E. Todd, administratrix of James A. Emery. | ....do ... | 203.74 | ....do ... | ....do ... | Do. |
| 23163 | Maggie L. Zachary, widow of Charles A. Zachary. | ....do ... | 33.58 | ....do ... | ....do ... | Do. |
| 23163 | Sallie S. Hill, widow of Parish G. Buster. | ....do ... | 26.30 | ....do ... | ....do ... | Do. |
| 23163 | William W. Bradshaw.... | ....do ... | 298.60 | ....do ... | ....do ... | Do. |
| 23163 | Henry W. Mayes..... | ....do ... | 17.51 | ....do ... | ....do ... | Do. |
| 23163 | Robert Hardesty..... | ....do ... | 23.50 | ....do ... | ....do ... | Do. |
| 23163 | Mary A. Hardesty..... | ....do ... | 23.51 | ....do ... | ....do ... | Do. |
| 23163 | Eliza Harrington, widow of Arthur J. Harrington. | ....do ... | 77.82 | ....do ... | ....do ... | Do. |
| 23163 | Mary E. Ellis, widow of John W. Hill. | ....do ... | 181.40 | ....do ... | ....do ... | Do. |
| 23163 | Daniel Huntsman ..... | ....do ... | 49.80 | ....do ... | ....do ... | Do |
| 23163 | Amelia M. Hawes, widow of Patrick O. Hawes. | ....do ... | 119.02 | ....do ... | ....do ... | Do. |
| 23163 | William N. Hailman..... | ....do ... | 357.47 | ....do ... | ....do ... | Do. |
| 23163 | Emily Catlin, widow of Robert W. Catlin. | ....do ... | 112.15 | ....do ... | ....do ... | Do. |
| 23163 | John Berry, administrator of Wellington Barry. | ....do ... | 13.57 | ....do ... | ....do ... | Do. |
| 23163 | John J. Goodnight..... | ....do ... | 66.30 | ....do ... | ....do ... | Do. |
| 23163 | William R. Hunter ..... | ....do ... | 73.80 | ....do ... | ....do ... | Do. |
| 23163 | John W. Estes ..... | ....do ... | 68.70 | ....do ... | ....do ... | Do. |
| 23163 | Nannie B. Reed, widow of George J. Reed. | ....do ... | 143.86 | ....do ... | ....do ... | Do. |
| 23163 | George Smith ..... | ....do ... | 252.79 | ....do ... | ....do ... | Do. |
| 23163 | P. L. Mannen, son of Thomas H. Mannen. | ....do ... | 363.83 | ....do ... | ....do ... | Do. |
| 23163 | William G. Holden ..... | ....do ... | 142.00 | ....do ... | ....do ... | Do. |
| 23163 | Thomas Hutchinson..... | ....do ... | 275.10 | ....do ... | ....do ... | Do. |
| 23163 | Henry S. Lucas ..... | ....do ... | 18.41 | ....do ... | ....do ... | Do. |
| 23163 | William B. Chrisler..... | ....do ... | 37.38 | ....do ... | ....do ... | Do. |
| 23163 | William S. Hutchinson ... | ....do ... | 198.93 | ....do ... | ....do ... | Do. |
| 23163 | Rolly W. Chapman ..... | ....do ... | 135.49 | ....do ... | ....do ... | Do. |
| 23163 | James A. Middleton ..... | ....do ... | 179.35 | ....do ... | ....do ... | Do. |
| 23163 | Paulina A. Vaughan, widow of Robert Vaughan. | ....do ... | 75.37 | ....do ... | ....do ... | Do. |
| 23163 | Frank Mott ..... | ....do ... | 132.13 | ....do ... | ....do ... | Do |
| 23163 | Ann Herd, widow of Francis M. Herd. | ....do ... | 171.27 | ....do ... | ....do ... | Do. |
| 23163 | Abijah C. Riddle..... | ....do ... | 332.22 | ....do ... | ....do ... | Do. |
| 23163 | Minnie C. Talbert, daughter of John S. Clark | ....do ... | 107.84 | ....do ... | ....do ... | Do. |
| 23163 | Frances C. Beard, daughter of John S. Clark | ....do ... | 107.85 | ....do ... | ....do ... | Do |
| 21709 | Isaac W. Emerson..... | ....do ... | 245.20 | ....do ... | ....do ... | Do. |
| 21577 | William Nethercult..... | ....do ... | 152.27 | ....do ... | ....do ... | Do. |
| 21617 | Avaline W. Hubbard, administratrix of Timothy H. Hubbard | ....do ... | 173.65 | ....do ... | ....do ... | Do. |
| 23163 | John C. Padgett..... | ....do ... | 184.36 | ....do ... | ....do ... | Do. |
| 23163 | Henry C. McLeod..... | ....do ... | 88.70 | ....do ... | ....do ... | Do. |
| 23163 | Ernest H. Legross..... | ....do ... | 763.01 | ....do ... | ....do ... | Do. |
| 23163 | James O. Norris..... | ....do ... | 426.24 | ....do ... | ....do ... | Do. |
| 23163 | James H. Holleway..... | ....do ... | 26.30 | ....do ... | ....do ... | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|
| WAR DEPARTMENT—con. | | | | | |
| Francis Houchin.. | 1906. June 13 | $450.26 | 1906. June 18 | 1906. Sept. 11 | Pay, etc., as volunteer, civil war, act of Feb. 24, 1897. |
| Eliza H. Johns, widow of James H. Johns. | ....do... | 148.82 | ....do... | ....do... | Do. |
| Thomas H. Tindell, son of Thomas E. Tindell. | ....do... | 17.22 | ....do... | ....do... | Do. |
| J. A. Bracht, administrator of Frederick G. Bracht. | ....do... | 171.96 | ....do... | ....do... | Do. |
| J. R. Robertson, administrator of Thomas W. Robertson, deceased. | ....do... | 1,463.05 | ....do... | ....do... | Do. |
| W. A. McLeod, administrator of Cornelius McLeod. | ....do... | 299.61 | ....do... | ....do... | Do. |
| Kittie F. Musselman, widow of William C. Musselman. | ....do... | 126.78 | ....do... | ....do... | Do. |
| John Stafford | May 28 | 800.00 | June 1 | Aug. 26 | Horse lost in the military service. |
| Benjamin B. Hyer | June 11 | 150.00 | June 15 | Sept. 9 | Do. |
| James H. McRae | June 13 | 150.00 | ....do... | Sept. 11 | Do. |
| Winfield S. Edgerly | ....do... | 100.00 | ....do... | ....do... | Do. |
| Frank R. Lang | ....do... | 350.00 | ....do... | ....do... | Do. |
| Robert E. L. Spence | ....do... | 200.00 | ....do... | ....do... | Do. |
| William R. Molinard | ....do... | 85.00 | ....do... | ....do... | Do. |
| Alonzo B. Coit | ....do... | 200.00 | ....do... | ....do... | Do. |
| Frank E. Lyman, jr | ....do... | 100.00 | ....do... | ....do... | Do. |
| Harry H. Pattison | ....do... | 125.00 | ....do... | ....do... | Do. |
| Carl L. Mueller | ....do... | 150.00 | ....do... | ....do... | Do. |
| George T. Langhorne | ....do... | 200.00 | ....do... | ....do... | Do. |
| Henry Carroll | ....do... | 125.00 | ....do... | ....do... | Do. |
| Irwin V. Todd | May 28 | 84.00 | May 31 | Aug. 26 | Extra pay to volunteer, war with Spain. |
| Theodore Dames | ....do... | 31.20 | ....do... | ....do... | Do. |
| Philip Yost | ....do... | 274.17 | June 1 | ....do... | Do. |
| Jacob Wolf | ....do... | 30.00 | ....do... | ....do... | Do. |
| Charles Bahler | ....do... | 43.20 | ....do... | ....do... | Do. |
| Frederick H. Bell | ....do... | 95.83 | ....do... | ....do... | Do. |
| Guy D. Swingly | ....do... | 233.34 | ....do... | ....do... | Do. |
| James W. Lester | ....do... | 208.33 | ....do... | ....do... | Do. |
| Walter I. Joyce | ....do... | 300.00 | ....do... | ....do... | Do. |
| Albert M. Petite | ....do... | 250.00 | ....do... | ....do... | Do. |
| Frank E. Jones | ....do... | 45.63 | ....do... | ....do... | Do. |
| Edward G. Goodbub | ....do... | 31.20 | ....do... | ....do... | Do. |
| Hay T. Landrum | ....do... | 26.00 | ....do... | ....do... | Do. |
| John H. Uchytile | ....do... | 56.89 | ....do... | ....do... | Do. |
| James F. Little | ....do... | 36.00 | ....do... | ....do... | Do. |
| Edward McClellan | ....do... | 33.60 | ....do... | ....do... | Do. |
| Frank Hushower | ....do... | 31.20 | ....do... | ....do... | Do. |
| Wayne Russell | ....do... | 43.20 | ....do... | ....do... | Do. |
| Henry C. Lachnit | ....do... | 36.00 | ....do... | ....do... | Do. |
| John William Lew | ....do... | 31.20 | ....do... | ....do... | Do. |
| Edward J. Hilson | ....do... | 26.00 | ....do... | ....do... | Do. |
| William E. Gowling | ....do... | 38.00 | ....do... | ....do... | Do. |
| Ira S. Harding | ....do... | 32.00 | ....do... | ....do... | Do. |
| Charles H. Hunter | ....do... | 26.00 | ....do... | ....do... | Do. |
| Don J. Owens | ....do... | 31.20 | ....do... | ....do... | Do. |
| Fred H. Constant | ....do... | 31.20 | ....do... | ....do... | Do. |
| Frank A. Leitzman | ....do... | 31.20 | ....do... | ....do... | Do. |
| Charles E. R. Krueger | ....do... | 31.20 | ....do... | ....do... | Do. |
| Oscar Leslie | ....do... | 31.20 | ....do... | ....do... | Do. |
| John C. Haslam | ....do... | 31.20 | ....do... | ....do... | Do. |
| Thomas Sheehan | ....do... | 31.20 | ....do... | ....do... | Do. |
| Hardie Perkins | ....do... | 26.00 | ....do... | ....do... | Do. |
| William Welch | ....do... | 31.20 | ....do... | ....do... | Do. |
| Garfield H. McCall | ....do... | 31.20 | ....do... | ....do... | Do. |
| Andrew Lindsay | ....do... | 31.20 | ....do... | ....do... | Do. |
| William K. Sample | ....do... | 31.20 | June 4 | ....do... | Do. |
| Irwin D. Miller | ....do... | 35.20 | ....do... | ....do... | Do. |
| Charles G. Hippey | ....do... | 31.20 | ....do... | ....do... | Do. |
| Jacob Fulweiler | ....do... | 41.20 | ....do... | ....do... | Do. |
| Charles M. Culp | ....do... | 31.20 | ....do... | ....do... | Do. |
| Edward C. Conley | ....do... | 31.20 | ....do... | ....do... | Do. |
| Henry Hartman | ....do... | 31.20 | ....do... | ....do... | Do. |
| Alexander Shultz | ....do... | 31.20 | ....do... | ....do... | Do. |
| Robert E. Sennett | ....do... | 18.00 | ....do... | ....do... | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—CON. | | | | | |
| 27262 | Charles A. Ridgway | 1906. May 28 | $108.00 | 1906, June 4 | 1906. Aug. 26 | Extra pay to volunteers, war with Spain. |
| 26771 | William H. Smith | ....do | 36.00 | ....do | ....do | Do. |
| 26640 | John H. Opplinger | ....do | 31.20 | ....do | ....do | Do. |
| 26377 | Alvin W. Hamner | ....do | 18.00 | ....do | ....do | Do. |
| 28827 | George H. Seaver | June 8 | 43.20 | June 9 | Sept. 6 | Do. |
| 28827 | James G. Balinger | ....do | 28.00 | ....do | ....do | Do. |
| 28827 | Frank M. Dormedont | ....do | 25.05 | ....do | ....do | Do. |
| 28827 | Jesse M. Owens | ....do | 36.00 | ....do | ....do | Do. |
| 28827 | John Nolan | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Louis Dougherty | ....do | 25.30 | ....do | ....do | Do. |
| 28827 | William F. Watkins | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Dennie F. Hess | ....do | 25.70 | ....do | ....do | Do. |
| 28827 | Benjamin Brown | ....do | 43.20 | ....do | ....do | Do. |
| 28827 | Harry S. Brumley | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Charles B. Stark | ....do | 30.27 | ....do | ....do | Do. |
| 28827 | Herbert R. Hunter | ....do | 28.76 | ....do | ....do | Do. |
| 28827 | Francis A. Grennen | ....do | 28.71 | ....do | ....do | Do. |
| 28827 | Gordon Hinton | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Patrick W. Crann | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | James M. Barnes | ....do | 31.20 | ....do | ....do | Do. |
| 28827 | Thomas S. Bickerton | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | John J. Scully | ....do | 23.58 | ....do | ....do | Do. |
| 28453 | John F. Mallory | ....do | 125.00 | ....do | ....do | Do. |
| 27385 | Eugene R. Young | ....do | 116.67 | ....do | ....do | Do. |
| 26895 | Edwin R. Nicodemus | ....do | 250.00 | ....do | ....do | Do. |
| 27075 | Charles H. Burg | ....do | 31.20 | ....do | ....do | Do. |
| 24342 | Jesse G. Erskine | ....do | 95.83 | ....do | ....do | Do. |
| 27452 | William J. Sanderson | ....do | 300.00 | ....do | ....do | Do. |
| 27197 | Edward H. Switzer | ....do | 300.00 | ....do | ....do | Do. |
| 27097 | William H. Chapin | ....do | 250.00 | ....do | ....do | Do. |
| 26952 | Charles H. Stone | ....do | 54.44 | ....do | ....do | Do. |
| 23503 | Harry Mead | ....do | 166.67 | ....do | ....do | Do. |
| 26666 | William L. Hazen | ....do | 300.00 | ....do | ....do | Do. |
| 26280 | Edward H. Andres | ....do | 150.00 | ....do | ....do | Do. |
| 28827 | Albert Booth | ....do | 28.00 | ....do | ....do | Do. |
| 28827 | James B. Anderson | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | William E. Keller | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Frank P. Costigan | ....do | 24.44 | ....do | ....do | Do. |
| 28827 | Peter L. McCorry | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | William R. Chorn | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Ralph Smith | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Thomas A. Lewis | ....do | 31.20 | ....do | ....do | Do. |
| 28827 | John N. Weston | ....do | 31.20 | ....do | ....do | Do. |
| 28827 | Fred Webster | ....do | 12.67 | ....do | ....do | Do. |
| 28827 | George .Burdick | ....do | 29.60 | ....do | ....do | Do. |
| 28827 | Bufford Dye | ....do | 25.20 | ....do | ....do | Do. |
| 28827 | Urban L. Durst | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | William Presley | ....do | 26.00 | ....do | ....do | Do. |
| 28827 | Early B. Clark | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | Clyde R. Schoonmaker | ....do | 30.00 | ....do | ....do | Do. |
| 25052 | John F. Brake | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | Bennett A. Blakeney | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | Charles E. Black | ....do | 25.47 | ....do | ....do | Do. |
| 25052 | Ray L. Brown | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | Edward M. Anderson | ....do | 30.00 | ....do | ....do | Do. |
| 25052 | Jesse Ales | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | William J. Atkinson | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | George A. McCabe | ....do | 30.00 | ....do | ....do | Do. |
| 25052 | William Dove Smith | ....do | 30.00 | ....do | ....do | Do. |
| 25052 | Henry L. Stratton | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | William T. Stacy | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | Thomas W. Streetman | ....do | 26.00 | ....do | ....do | Do. |
| 25052 | Budge Smith | ....do | 26.00 | ....do | ....do | Do. |
| 27883 | Isaac L. Bookhamer | ....do | 18.00 | ....do | ....do | Do. |
| 27883 | Malcolm Petrikin | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | Minne E. Stinson, widow of Herbert E. Stinson, deceased. | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | George W. McMichael | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | William Campbell Robb | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | Victor H. Black | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | William H. Hatfield | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | Edward F. De Huff | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | Edmund R. Isenberg | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | Robert M. Hawn | ....do | 21.60 | ....do | ....do | Do. |
| 27883 | Andrew B. Geissinger | ....do | 15.60 | ....do | ....do | Do. |
| 27883 | James H. Isett | ....do | 18.00 | ....do | ....do | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 7883 | Mrs. Howard Hicks, widow of Howard Hicks, deceased. | 1906. June 8 | $15.60 | 1906. June 9 | 1906. Sept. 6 | Extra pay to volunteers, war with Spain. |
| 7883 | David P. Sommers | ....do ... | 15.60 | ....do ... | ....do ... | Do. |
| 7883 | Frank H. Letterman | ....do ... | 30.00 | ....do ... | ....do ... | Do. |
| 7883 | Homer B. Likens | ....do ... | 15.60 | ....do ... | ....do ... | Do. |
| 7883 | Harris H. Pressler | ....do ... | 15.60 | ....do ... | ....do ... | Do. |
| 8829 | Guy H. Nippert | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | William A. Brougher | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | William J. Reed | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Joseph O. Ireland | ....do ... | 36.00 | ....do ... | ....do ... | Do. |
| 8829 | James Ryan | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Jacob L. Kohler | ....do ... | 11.47 | ....do ... | ....do ... | Do. |
| 8829 | Frank Kacerovsky | ....do ... | 30.00 | ....do ... | ....do ... | Do. |
| 8829 | Barney H. Kersen | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | George Kelly | ....do ... | 23.97 | ....do ... | ....do ... | Do. |
| 8829 | William R. Kirkland | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Charles F. Krauthaus | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Joseph Kirwan | ....do ... | 17.23 | ....do ... | ....do ... | Do. |
| 8829 | Walter Keogh | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Toliver G. Johnson | ....do ... | 21.09 | ....do ... | ....do ... | Do. |
| 8829 | James E. Jeffries | ....do ... | 31.20 | ....do ... | ....do ... | Do. |
| 8829 | Henry Jordan | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | George E. Bagley | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Alphonso J. Bickerford | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Cyrus S. Bronson | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Robert E. Burgess | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | John G. Buehler | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | William Curtis | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | John C. Crawford | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Waddie T. Coleman | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | George R. Williams | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Kenneth M. Wheat | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | George B. Wilber | ....do ... | 36.00 | ....do ... | ....do ... | Do. |
| 8829 | Dennis Rhody | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Moses P. Walker | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Oliver C. Reynolds | ....do ... | 30.00 | ....do ... | ....do ... | Do. |
| 8829 | Harlen Butts | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8829 | Dell W. Herrington | ....do ... | 36.00 | ....do ... | ....do ... | Do. |
| 8829 | Benjamin A. Holden | ....do ... | 24.01 | ....do ... | ....do ... | Do. |
| 8829 | Olo W. Middleton | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Alvin H. Tipton | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Charlie H. Smith | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Joseph Hester | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Lattie G. Morrow | ....do ... | 30.00 | ....do ... | ....do ... | Do. |
| 8826 | Ollie J. Coburn | ....do ... | 24.00 | ....do ... | ....do ... | Do, |
| 8826 | Richard K. Chubbs | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | William Walker | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Charlie J. McAllister | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Harry N. Triplett | ....do ... | 28.00 | ....do ... | ....do ... | Do. |
| 8826 | George Neal | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Don D. Strong | ....do ... | 31.20 | ....do ... | ....do ... | Do. |
| 8826 | Joseph F. Storms | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | Charles W. Stinebaugh | ....do ... | 18.90 | ....do ... | ....do ... | Do. |
| 8826 | William A. Stevens | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 8826 | John M. Huffstutler | ....do ... | 28.00 | ....do ... | ....do ... | Do. |
| 8826 | John R. Smith | ....do ... | 28.00 | ....do ... | ....do ... | Do. |
| 8826 | Robert J. Spratt | ....do ... | 24.69 | ....do ... | ....do ... | Do. |
| 8826 | Leonard B. White | ....do ... | 43.20 | ....do ... | ....do ... | Do. |
| 5052 | Wilfred J. Varrier | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Robert L. Smith | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Edward T. Scheele | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Orley B. Taggart | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Samuel E. Thompson | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Elisha Tweed | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | William W. Tenbrook | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Sailor Talbott | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | George Tantlinger | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Wesley Smith | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | John Shew | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | James B. Sims | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | John G. Lange | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Warren H. Smith | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Marvin R. Spencer | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Winfield Swaney | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | William Seay | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Edward Schaffner, jr | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Floyd B. Ross | ....do ... | 26.00 | ....do ... | ....do ... | Do. |
| 5052 | Lawrence E. Ross | ....do ... | 31.20 | ....do ... | ....do ... | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 25052 | Ernest W. McDaniel | 1906. June 8 | $30.00 | 1905. June 9 | 1906. Sept. 6 | Extra pay to volunteers, war with Spain. |
| 25052 | William S. Loomis | do | 30.00 | do | do | Do. |
| 25052 | Edward Minneck | do | 26.00 | do | do | Do. |
| 25052 | John F. McClelland | do | 26.00 | do | do | Do. |
| 25052 | Thomas J. Turner | do | 26.00 | do | do | Do. |
| 25052 | Roy A. Thurlow | do | 60.00 | do | do | Do. |
| 25052 | John H. Tucker | do | 26.00 | do | do | Do. |
| 25052 | William P. Yarbrough | do | 26.00 | do | do | Do. |
| 25052 | John Tremayne | do | 26.00 | do | do | Do. |
| 25052 | George M. Taylor | do | 26.00 | do | do | Do. |
| 25052 | Bruce Strahan | do | 20.80 | do | do | Do. |
| 25052 | John J. McBride | do | 36.00 | do | do | Do. |
| 28183 | Charles H. Geesey | do | 15.60 | do | do | Do. |
| 28183 | George A. Brechbiel | do | 15.60 | do | do | Do. |
| 28183 | Reese B. Pearce | do | 18.00 | do | do | Do. |
| 28183 | William G. Reed | do | 30.00 | do | do | Do. |
| 28183 | John W. Woodend | do | 15.60 | do | do | Do. |
| 28183 | Jesse S. Curry | do | 15.60 | do | do | Do. |
| 28183 | W. D. Kalbach | do | 15.60 | do | do | Do. |
| 28183 | John W. Iseman | do | 18.00 | do | do | Do. |
| 28183 | George W. Marietta | do | 15.60 | do | do | Do. |
| 28183 | Robert D. Brown | do | 15.60 | do | do | Do. |
| 28183 | Aldis L. Weinel | do | 15.60 | do | do | Do. |
| 28183 | Noah Shakespeare | do | 15.60 | do | do | Do. |
| 24883 | Charles Warren | do | 32.00 | do | do | Do. |
| 24883 | Walter Thaning | do | 31.20 | do | do | Do. |
| 24883 | Charles A. Bradley | do | 30.00 | do | do | Do. |
| 24883 | William A. O'Brien | do | 26.00 | do | do | Do. |
| 24883 | Frank Barslow | do | 25.23 | do | do | Do. |
| 24883 | Bertrand M. Linn | do | 30.00 | do | do | Do. |
| 24883 | James C. Murff | do | 26.00 | do | do | Do. |
| 24883 | William C. Western | do | 26.00 | do | do | Do. |
| 24883 | Bruce Talbott | do | 31.20 | do | do | Do. |
| 24883 | John E. Hanger | do | 24.80 | do | do | Do. |
| 24883 | David H. Paxton | do | 30.00 | do | do | Do. |
| 24883 | Walter C. Niccolls | do | 26.00 | do | do | Do. |
| 24883 | Edward Pehl | do | 26.00 | do | do | Do. |
| 24883 | Edwin R. Goodwin | do | 26.00 | do | do | Do. |
| 24883 | Felix L. Smith | do | 26.00 | do | do | Do. |
| 24883 | Edward C. Underwood | do | 26.00 | do | do | Do. |
| 24883 | William Veitch | do | 31.20 | do | do | Do. |
| 28826 | William E. Reed | do | 36.00 | do | do | Do. |
| 28826 | William L. Justice | do | 26.00 | do | do | Do. |
| 28826 | Peter J. Murphy | do | 26.00 | do | do | Do. |
| 28826 | Silas T. Breitmayer | do | 26.00 | do | do | Do. |
| 28826 | Warren McCoun | do | 25.34 | do | do | Do. |
| 28826 | Arildo L. McIntire | do | 26.00 | do | do | Do. |
| 28826 | Alfred McMains | do | 29.28 | do | do | Do. |
| 28826 | Frank D. Tucker | do | 1.56 | do | do | Do. |
| 28826 | Harold G. Sammons | do | 19.06 | do | do | Do. |
| 28826 | John H. Wisecup | do | 31.20 | do | do | Do. |
| 28826 | James Beer | do | 28.00 | do | do | Do. |
| 28826 | Thomas McCall | do | 26.00 | do | do | Do. |
| 28826 | Oscar W. Pate | do | 26.00 | do | do | Do. |
| 28826 | James H. Self | do | 30.00 | do | do | Do. |
| 28826 | William Wimer | do | 26.00 | do | do | Do. |
| 28826 | Joseph Rains | do | 26.00 | do | do | Do. |
| 28826 | Harry C. Ward | do | 26.00 | do | do | Do. |
| 26298 | William F. Pack | do | 231.89 | do | do | Do. |
| 26343 | Francis Murphy | do | 166.67 | do | do | Do. |
| 27094 | Robert T. Kerlin | do | 166.66 | do | do | Do. |
| 27654 | Patrick B. Murphy | do | 333.33 | do | do | Do. |
| 26758 | Oscar Wilder | do | 233.34 | do | do | Do. |
| 28827 | Samuel J. Beland | do | 26.00 | do | do | Do. |
| 28827 | Mack McCrary | do | 26.00 | do | do | Do. |
| 28827 | Eurolla D. Charters | do | 26.00 | do | do | Do. |
| 28827 | Albert J. Chase | do | 26.00 | do | do | Do. |
| 28827 | Bernard C. Croft | do | 26.00 | do | do | Do. |
| 28827 | Casville L. Caughron | do | 26.00 | do | do | Do. |
| 28827 | Joseph G. Skinner | do | 11.20 | do | do | Do. |
| 23574 | Joseph S. Gillow | do | 250.00 | do | do | Do. |
| 26029 | William E. McCann | do | 233.33 | do | do | Do. |
| 26595 | Richard M. Yarnold | do | 31.20 | do | do | Do. |
| 27162 | William H. Strock | do | 31.20 | do | do | Do. |
| 27162 | Mervin B. Law | do | 31.20 | do | do | Do. |
| 27162 | Elizabeth Knoll, mother of Frank G. Knoll, deceased. | do | 31.20 | do | do | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 27162 | Harry C. Forney | 1906. June 8 | $31.20 | 1906. June 9 | 1906. Sept. 6 | Extra pay to volunteers, war with Spain. |
| 27162 | George A. Engle | do | 31.20 | do | do | Do. |
| 24883 | Henry Smith | do | 26.00 | do | do | Do. |
| 24883 | Charles A. Trump | do | 26.00 | do | do | Do. |
| 24883 | Thomas Robinson | do | 26.00 | do | do | Do. |
| 24883 | Henry Thompson | do | 26.00 | do | do | Do. |
| 24883 | Henry R. Triplett | do | 26.00 | do | do | Do. |
| 24883 | George Tryon | do | 45.60 | do | do | Do. |
| 24833 | William H. Rhoads | do | 30.00 | do | do | Do. |
| 24833 | Jacob C. Neff | do | 26.00 | do | do | Do. |
| 24833 | Terence Kelly | do | 26.00 | do | do | Do. |
| 28827 | Patrick J. Ryder | do | 26.00 | do | do | Do. |
| 26954 | George W. Holley | do | 125.00 | do | do | Do. |
| 28826 | Ira Earl Williams | do | 26.00 | do | do | Do. |
| 27883 | Thomas W. Rambler | do | 15.60 | do | do | Do. |
| 28827 | Christopher F. Russ | do | 26.00 | do | do | Do. |
| 28827 | Claude S. Bulloch | do | 31.78 | do | do | Do. |
| 27992 | Theodore F. Schmidt | do | 166.67 | June 11 | do | Do. |
| 23657 | John M. Major | do | 250.00 | do | do | Do. |
| 28050 | Arthur D. Smith | do | 150.00 | do | do | Do. |
| 25876 | Charles H. Morrow | do | 250.00 | do | do | Do. |
| 28269 | L. L. Chappelear | do | 125.00 | do | do | Do. |
| 28827 28828 | Charles Svanson | do | 28.30 | do | do | Do. |
| 27098 | Allan B. Wallover | do | 116.67 | do | do | Do. |
| 26957 | Charles Levy | do | 125.00 | do | do | Do. |
| 26300 | Arthur S. Tibbetts | do | 233.34 | do | do | Do. |
| 26350 | Otto E. Gelbrich | do | 22.89 | do | do | Do. |
| 26090 | Stephen O. Smith | do | 125.00 | do | do | Do. |
| 26118 | Frederic R. Coudert | do | 266.66 | do | do | Do. |
| 28591 | John S. McNeillyle | do | 300.00 | do | do | Do. |
| 28828 | Thomas I. Temp | June 11 | 39.76 | June 13 | Sept. 9 | Do. |
| 28828 | John McMackin | do | 26.00 | do | do | Do. |
| 28828 | Joseph O. Glenn | do | 43.20 | do | do | Do. |
| 28828 | Thomas W. Michael | do | 31.20 | do | do | Do. |
| 28828 | William Ackerman | do | 26.00 | do | do | Do. |
| 28009 | Robert J. Marshall | do | 25.25 | do | do | Do. |
| 25031 | Fred S. Whiley | do | 250.00 | do | do | Do. |
| 27389 | Benjamin R. Huske | do | 40.00 | do | do | Do. |
| 27451 | William F. Elkin | do | 116.67 | do | do | Do. |
| 27584 | William N. Theriault | do | 18.00 | do | do | Do. |
| 27889 | John T. Duffy | do | 116.67 | do | do | Do. |
| 25659 | Walter K. Schmidt | do | 119.68 | June 12 | do | Do. |
| 25751 | Joseph A. Collins | do | 125.00 | do | do | Do. |
| 25789 | Thomas F. Burke | do | 60.00 | do | do | Do. |
| 26002 | William E. Barker | do | 18.00 | do | do | Do. |
| 26165 | James L. Moriarty | do | 141.67 | do | do | Do. |
| 26388 | Cornelius McCaulley | do | 15.60 | do | do | Do. |
| 26560 | Thomas R. Lindsay | do | 31.20 | do | do | Do. |
| 26561 | George W. Moomey | do | 31.20 | do | do | Do. |
| 27021 | Leander E. Brown | do | 250.00 | do | do | Do. |
| 27466 | August Miehlke | do | 28.45 | do | do | Do. |
| 28118 | Thomas J. Groom | June 8 | 31.20 | June 11 | Sept. 6 | Do. |
| 28012 | Samuel Metzger | do | 31.20 | do | do | Do. |
| 27361 | Albert E. Deitz | do | 31.20 | do | do | Do. |
| 26823 | Ellsworth E. Edwards | do | 36.00 | do | do | Do. |
| 25135 | William H. Schierer | do | 31.20 | do | do | Do. |
| 26964 | John P. Aherne | do | 31.20 | do | do | Do. |
| 25153 | George E. Pyle | do | 60.00 | do | do | Do. |
| 26965 | Robert E. Aherne | do | 36.00 | do | do | Do. |
| 25599 | Benjamin Eick | do | 250.00 | do | do | Do. |
| 27906 | Richard Snyder | do | 31.20 | do | do | Do. |
| 27513 | Charles W. Ranck | do | 43.20 | do | do | Do. |
| 25471 | Maie I. Odell, administratrix of Delivan D. Odell, deceased. | do | 333.34 | do | do | Do. |
| 27932 | Joseph A. Greer | do | 31.20 | do | do | Do. |
| 26544 | Americus V. Rogers | do | 36.00 | do | do | Do. |
| 27343 | Charles J. Sample | do | 31.20 | do | do | Do. |
| 27941 | John H. Derr | do | 31.20 | do | do | Do. |
| 27980 | Harry Smith | do | 31.20 | do | do | Do. |
| 27431 | Henry B. Steinbicker | do | 31.20 | do | do | Do. |
| 28658 | William S. McDevitt | do | 31.20 | do | do | Do. |
| 28296 | August Miller | do | 31.20 | do | do | Do. |
| 26569 | Charles M. Andrews | do | 31.20 | do | do | Do. |
| 25647 | Frank D. Curtis | do | 300.00 | June 12 | do | Do. |
| 26822 | James Sullivan | do | 43.20 | do | do | Do. |
| 26698 | Charles G. Sterling | do | 116.67 | do | do | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 26975 | Alois F. Wachter | 1906. June 8 | $31.20 | 1906. June 12 | 1906. Sept. 6 | Extra pay to volunteers, war with Spain. |
| 27248 | Samuel H. Feigley | do | 60.00 | do | do | Do. |
| 26644 | Henry Werner | do | 15.60 | do | do | Do. |
| 27031 | Charles Bott | do | 31.20 | do | do | Do. |
| 25408 | Jacob L. Kimmel | do | 31.20 | do | do | Do. |
| 26821 | Charles S. Oberlin | do | 43.20 | do | do | Do. |
| 24675 | John McNaughton | do | 300.00 | do | do | Do. |
| 25525 | Oliver C. Reed | do | 125.00 | do | do | Do. |
| 26602 | Frederick W. Chapman | do | 116.67 | do | do | Do. |
| 26378 | John E. Faber | do | 36.00 | do | do | Do. |
| 26787 | Andrew J. Davis | do | 125.00 | do | do | Do. |
| 27564 | Harry Krust | do | 15.60 | do | do | Do. |
| 26505 | Charles H. Hogentogler | do | 31.20 | do | do | Do. |
| 23597 | Charles H. Moore | do | 150.00 | do | do | Do. |
| 26217 | Richard H. Menefee | do | 180.00 | June 9 | do | Do. |
| 28524 | Glen H. Logan | do | 104.17 | do | do | Do. |
| 28818 | Richard Schiplee | do | 26.00 | do | do | Do. |
| 26104 | John F. Melton | do | 125.00 | June 11 | do | Do. |
| 25287 | James A. Brown | do | 125.00 | do | do | Do. |
| 27275 | Charles W. Longmire | do | 116.67 | do | do | Do. |
| 27160 | William A. Onderdonk | do | 90.00 | do | do | Do. |
| 27273 | Daniel M. Carrell | do | 283.34 | do | do | Do. |
| 27136 | V. Green Logan | do | 233.33 | do | do | Do. |
| 28816 | Arthur L. Cabanne | June 11 | 241.67 | June 13 | Sept. 9 | Do. |
| 26713 | William H. Fordham | June 13 | 31.20 | June 14 | Sept. 11 | Do. |
| 26714 | Gustavus C. Davy | do | 31.20 | do | do | Do. |
| 26714 | Alexander H. Abels | do | 31.20 | do | do | Do. |
| 26715 | Stephen F. Pierce | do | 31.20 | do | do | Do. |
| 26715 | Wilfred H. Van Fleet | do | 35.84 | do | do | Do. |
| 26715 | James C. Deering | do | 31.20 | do | do | Do. |
| 26716 | Percival J. Allen | do | 31.20 | do | do | Do. |
| 26718 | Frederick W. Vogel | do | 31.20 | do | do | Do. |
| 26718 | John J. Fallon | do | 31.20 | do | do | Do. |
| 26718 | George H. Doyle | do | 43.20 | do | do | Do. |
| 26718 | John Herron, jr | do | 31.20 | do | do | Do. |
| 28685 | Joseph Schroeter | June 8 | 31.20 | June 15 | Sept. 6 | Do. |
| 23628 | Albert F. Williams | June 13 | 125.00 | do | Sept. 11 | Do. |
| 26020 | Charles De Lano Hine | do | 458.34 | do | do | Do. |
| 27119 | George G. Bambach | do | 150.00 | do | do | Do. |
| 23905 | Frank Prendergast | do | 18.00 | do | do | Do. |
| 26949 | Albert Hartenstein | do | 136.11 | do | do | Do. |
| 24131 | Oscar W. Achard | do | 300.00 | do | do | Do. |
| 23711 | Embury P. Clark | do | 583.34 | do | do | Do. |
| 27578 | Theodore J. Londen | do | 208.33 | do | do | Do. |
| 28079 | Harvey Elvin Higbey | do | 150.00 | do | do | Do. |
| 28652 | Frank E. Boyd | do | 150.00 | do | do | Do. |
| 27989 | A. L. Sortor, jr | do | 150.00 | do | do | Do. |
| 24662 | Charles F. Sellers | do | 300.00 | do | do | Do. |
| 26356 | Eugene F. T. Cherry | do | 150.00 | do | do | Do. |
| 27890 | Ernest A. Greenough | do | 150.00 | do | do | Do. |
| 26751 | Robert M. Shearer | do | 150.00 | do | do | Do. |
| 24556 | Anton J. Renkl | do | 150.00 | do | do | Do. |
| 26757 | Henry C. Forner | do | 18.00 | do | do | Do. |
| 25614 | J. Ernest Shaw | do | 150.00 | do | do | Do. |
| 24518 | Samuel D. Hubbard | do | 208.33 | do | do | Do. |
| 25511 | Calvin S. McChesney | do | 116.67 | do | do | Do. |
| 27991 | J. D. Fredericks | do | 150.00 | do | do | Do. |
| 26354 | Paul C. Galleher | do | 300.00 | do | do | Do. |
| 24763 | Fred A. Thompson | do | 150.00 | do | do | Do. |
| 24276 | Peter F. Donlon | do | 21.60 | do | do | Do. |
| 23917 | Knight Neftel | do | 150.00 | do | do | Do. |
| 25972 | Wm. S. Beekman | do | 250.00 | do | do | Do. |
| 24514 | Addison McDougall | do | 125.00 | do | do | Do. |
| 28830 | Andrew Knutson | do | 26.00 | do | do | Do. |
| 28830 | August J. Smith | do | 28.00 | do | do | Do. |
| 28830 | Joseph J. Harvey | do | 17.44 | do | do | Do. |
| 28830 | Charles Wilson | do | 36.00 | do | do | Do. |
| 28830 | Walter A. Thompson | do | 26.00 | do | do | Do. |
| 28830 | Charles W. Wilson | do | 26.00 | do | do | Do. |
| 28830 | Roy Wolford | do | 26.00 | do | do | Do. |
| 28830 | Thomas J. Williams | do | 26.00 | do | do | Do. |
| 28830 | H. Frank Wade | do | 26.00 | do | do | Do |
| 28830 | Lazaro Castillo | do | 26.00 | do | do | Do. |
| 28826 | Clarence C. Boyer | do | 26.00 | do | do | Do. |
| 28826 | Edward T. McLaughlin | do | 26.00 | do | do | Do. |
| 28826 | Andrew McDonal | do | 30.00 | do | do | Do. |
| 28826 | Charles Freeman | do | 26.00 | do | do | Do. |
| 28826 | Charles M. Potter | do | 26.00 | do | do | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payab'e if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 28826 | Henry A. Morley | 1906. June 13 | $26.00 | 1906. June 15 | 1906. Sept. 11 | Extra pay to volunteers, war with Spain. |
| 28826 | John Phelan | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28826 | William R. Hendricks | ....do... | 26.00 | ....do... | ....do... | Do. |
| 25826 | William F. Brennan | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28826 | Albert Tirey | ....do... | 43.20 | ....do... | ....do... | Do. |
| 24883 | George W. Hull | ....do... | 12.13 | ....do... | ....do... | Do. |
| 24883 | George W. Miller | ....do... | 26.00 | ....do... | ....do... | Do. |
| 24883 | Isadore Dube | ....do... | 43.20 | ....do... | ....do... | Do. |
| 24883 | Dory Sutton | ....do... | 26.00 | ....do... | ....do... | Do. |
| 24883 | Charles E. Lane | ....do... | 26.00 | ....do... | ....do... | Do. |
| 24883 | William B. Reynolds | ....do... | 30.00 | ....do... | ....do... | Do. |
| 24883 | Gustave Busch | ....do... | 26.00 | ....do... | ....do... | Do. |
| 24883 | James Riddle | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28586 | Carl Wilhelm | ....do... | 125.00 | ....do... | ....do... | Do. |
| 28226 | James M. Kelsey | ....do... | 26.00 | ....do... | ....do... | Do. |
| 25904 | William H. Dunlap | ....do... | 250.00 | ....do... | ....do... | Do. |
| 27390 | Lanier Cravens | ....do... | 125.00 | ....do... | ....do... | Do. |
| 28828 | James W. Pease | ....do... | 20.86 | ....do... | ....do... | Do. |
| 28828 | William R. Owens | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | James O'Dell | ....do... | 36.00 | ....do... | ....do... | Do. |
| 28828 | Charles Helmcamp | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Henry Knauber | ....do... | 45.60 | ....do... | ....do... | Do. |
| 28828 | Clarence Skinner | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Jerroam Grindstaff | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Clarence J. Parker | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Frank S. Price | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Robert A. Nicholson | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | William S. Jenkins | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Joseph Koehlein | ....do... | 30.00 | ....do... | ....do... | Do. |
| 28828 | Silas Williams | ....do... | 18.00 | ....do... | ....do... | Do. |
| 28828 | Joseph Grant | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Quartus G. June | ....do... | 22.00 | ....do... | ....do... | Do. |
| 28828 | Willard J. Beachtel | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Charles Finzel | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28828 | Joseph Strong | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Eathen A. Shannon | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | George B Selter | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Henry Sutti | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28828 | Henry R. Hale | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Robert Spratt | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Gilbert Pipher | ....do... | 26.00 | ....do... | ....do... | Do. |
| 25828 | Bert S. Phillips | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Frederick Pence | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | George W. Pollesen | ....do... | 24.50 | ....do... | ....do... | Do. |
| 28828 | William Polando | ....do... | 24.83 | ....do... | ....do... | Do. |
| 28828 | George H. Padgett | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28828 | Edgar B. Stuart | ....do... | 22.43 | ....do... | ....do... | Do. |
| 28828 | Robert S. Sherman | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28828 | Alfred Fenne | ....do... | 30.00 | ....do... | ....do... | Do. |
| 28828 | George Predeau | ....do... | 26.00 | ....do... | ....do... | Do. |
| 25483 | John H. Ball | ....do... | 150.00 | ....do... | ....do... | Do. |
| 24143 | Abraham L. Decker | ....do... | 250.00 | ....do... | ....do... | Do. |
| 25915 | Ellis Cromwell | ....do... | 100.00 | ....do... | ....do... | Do. |
| 23525 | Charles Hamilton | ....do... | 125.00 | ....do... | ....do... | Do. |
| 26123 | Frank W. Clements | ....do... | 125.00 | ....do... | ....do... | Do. |
| 25676 | George A. Dow | ....do... | 55.00 | ....do... | ....do... | Do. |
| 27198 | Philip J. Zink | ....do... | 300.00 | ....do... | ....do... | Do. |
| 24846 | Marshall G. Hatfield | ....do... | 30.00 | ....do... | ....do... | Do. |
| 27394 | Roy S. Youngs | ....do... | 33.32 | ....do... | ....do... | Do. |
| 26397 | Ernest A. Doyle | ....do... | 15.60 | ....do... | ....do... | Do. |
| 28362 | William G. Willard | ....do... | 416.66 | ....do... | ....do... | Do. |
| 28593 | James B. Curtis | ....do... | 333.34 | ....do... | ....do... | Do. |
| 23653 | Robert H. Carpenter | ....do... | 125.00 | ....do... | ....do... | Do. |
| 28456 | Harry A. Callon | ....do... | 250.00 | ....do... | ....do... | Do. |
| 24599 | Carrie M. Miller, administratrix of Fred J. Miller. | ....do... | 125.00 | ....do... | ....do... | Do. |
| 28828 | Frank Schallert | ....do... | 30.00 | ....do... | ....do... | Do. |
| 28828 | Walter S. Croft | ....do... | 33.32 | ....do... | ....do... | Do. |
| 28828 | J. Nathan Dismore | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28828 | Floyd R. Honea | ....do... | 30 00 | ....do... | ....do... | Do. |
| 28828 | Jesse Collins | ....do... | 15.65 | ....do... | ....do... | Do. |
| 28828 | Jasper G. Berry | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28828 | Wm. Begemann | ....do... | 30.00 | ....do... | ....do... | Do. |
| 23612 | Goodman James Green | ....do... | 291.67 | ....do... | ....do... | Do. |
| 25909 | Gordon Scott | ....do... | 30.00 | ....do... | ....do... | Do. |
| 24508 | William L. Thompson | ....do... | 15.60 | ....do... | ....do... | Do. |
| 25976 | James W. Cook | ....do... | 216.05 | ....do... | ....do... | Do. |
| 28019 | William J. Kilgore | ....do... | 45.60 | ....do... | ....do... | Do. |
| 24149 | Anthony Homann | ....do... | 116.67 | ....do... | ....do... | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 28460 | Fred J. Knorr | 1906. June 13 | $33.33 | 1906. June 15 | 1906. Sept. 11 | Extra pay to volunteers, war with Spain. |
| 25434 | John H. Marion | ....do... | 89.44 | ....do... | ....do... | Do. |
| 28585 | William H. Rowe | ....do... | 84.44 | ....do... | ....do... | Do. |
| 28019 | Alexander J. McDonald | ....do... | 62.40 | ....do... | ....do... | Do. |
| 28160 | Ezra C. Clemans | ....do... | 166.67 | ....do... | ....do... | Do. |
| 27923 | James E. Shellenberger | ....do... | 208.33 | ....do... | ....do... | Do. |
| 28716 | Daniel G. Dacey | ....do... | 15.60 | ....do... | ....do... | Do. |
| 28767 | Frank L. Watson | ....do... | 36.00 | ....do... | ....do... | Do. |
| 28905 | Jesse L. Dennis | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28905 | James F. Manghan | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28905 | Dennis Johnson | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28905 | Charles Davis | ....do... | 24.12 | ....do... | ....do... | Do. |
| 28905 | John F. Ehle | ....do... | 26.00 | ....do... | ....do... | Do. |
| 28905 | George W. Floyd | ....do... | 86.00 | ....do... | ....do... | Do. |
| 28189 | John Gary Evans | ....do... | 118.06 | ....do... | ....do... | Do. |
| 27420 | Edward E. Kelly | ....do... | 86.49 | ....do... | ....do... | Do. |
| 28838 | Charles M. Augur | ....do... | 216.67 | ....do... | ....do... | Do. |
| 28793 | Howard C. Goff | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28934 | Nancy Parker, administratrix of Hammond J. Parker. | ....do... | 250.00 | ....do... | ....do... | Do. |
| 27424 | Mary J. Bunn, widow of George B. Bunn. | ....do... | 180.50 | ....do... | ....do... | Do. |
| 27179 | Edwin J. Griffith | ....do... | 150.00 | June 16 | ....do... | Do. |
| 28576 | Harry R. Williams | ....do... | 150.00 | ....do... | ....do... | Do. |
| 28377 | John B. Fisher | ....do... | 250.00 | ....do... | ....do... | Do. |
| 28840 | C. Baker Clotworthy | ....do... | 150.00 | ....do... | ....do... | Do. |
| 28018 | John F. Moran | ....do... | 150.00 | ....do... | ....do... | Do. |
| 25861 | Gerhard F. Behnken | ....do... | 250.00 | ....do... | ....do... | Do. |
| 25143 | Harry G. Mellon | ....do... | 86.00 | ....do... | ....do... | Do. |
| 28507 | William M. Philips | ....do... | 116.67 | ....do... | ....do... | Do. |
| 27319 | Ronald A. Foster | ....do... | 21.60 | ....do... | ....do... | Do. |
| 26574 | William H. Becker | ....do... | 108.00 | ....do... | ....do... | Do. |
| 27798 | Harry H. Brubach | ....do... | 15.60 | ....do... | ....do... | Do. |
| 28704 | Schuyler C. Kelly | ....do... | 150.00 | ....do... | ....do... | Do. |
| 27841 | Terrence C. McIntyre | ....do... | 15.60 | ....do... | ....do... | Do. |
| 25866 | John W. Hommel | ....do... | 300.00 | ....do... | ....do... | Do. |
| 25346 | Fred S. Chailot | ....do... | 133.33 | ....do... | ....do... | Do. |
| 26496 | Walter H. Shuler | ....do... | 31.11 | ....do... | ....do... | Do. |
| 25860 | Joseph M. Ballard | ....do... | 300.00 | ....do... | ....do... | Do. |
| 25584 | Virden C. Peckenpaugh | ....do... | 125.00 | ....do... | ....do... | Do. |
| 26835 | William J. Tresise | ....do... | 201.12 | ....do... | ....do... | Do. |
| 27931 | Charles F. Young, jr | ....do... | 31.20 | ....do... | ....do... | Do. |
| 26677 | Clinton B. Meshey | ....do... | 31.20 | ....do... | ....do... | Do. |
| 26846 | John L. Scott | ....do... | 31.20 | ....do... | ....do... | Do. |
| 26675 | William E. Phreaner | ....do... | 31.20 | ....do... | ....do... | Do. |
| 26335 | Edgar Harrison | ....do... | 41.40 | ....do... | ....do... | Do. |
| 26339 | Henry D. Fox | ....do... | 31.20 | ....do... | ....do... | Do. |
| 25113 | Charles B. Hatch | ....do... | 31.20 | ....do... | ....do... | Do. |
| 27519 | James Downey | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28556 | Walter H. Unversaw | ....do... | 21.60 | ....do... | ....do... | Do. |
| 26243 | George M. Kavanagh | ....do... | 58.33 | ....do... | ....do... | Do. |
| 27524 | Charles F. Loerke | ....do... | 31.20 | ....do... | ....do... | Do. |
| 26696 | Cyrus B. Cramer | ....do... | 36.00 | ....do... | ....do... | Do. |
| 27506 | David T. Evans | ....do... | 15.60 | ....do... | ....do... | Do. |
| 26564 | Theodore Older | ....do... | 15.60 | ....do... | ....do... | Do. |
| 26238 | Charles B. Champlin | ....do... | 208.33 | ....do... | ....do... | Do. |
| 25464 | John H. Morris | ....do... | 150.00 | ....do... | ....do... | Do. |
| 27516 | William J. Pascoe | ....do... | 31.20 | ....do... | ....do... | Do. |
| 27517 | George Moyer | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28572 | Albert Machalwaska | ....do... | 31.20 | ....do... | ....do... | Do. |
| 28011 | Harry B. Smith | ....do... | 291.67 | ....do... | ....do... | Do. |
| 26318 | Eugene R. Richards | ....do... | 125.00 | ....do... | ....do... | Do. |
| 27460 | Daniel O'Connell | ....do... | 15.60 | ....do... | ....do... | Do. |
| 27910 | Harry B. Chandler | ....do... | 18.00 | ....do... | ....do... | Do. |
| 27589 | William L. Regnier | ....do... | 31.20 | ....do... | ....do... | Do. |
| 25245 | Charles A. Jaekel | ....do... | 233.33 | ....do... | ....do... | Do. |
| 26239 | Charles M. Barker | ....do... | 31.20 | ....do... | ....do... | Do. |
| 25382 | Adolph L. Marks | ....do... | 150.00 | ....do... | ....do... | Do. |
| 25762 | William A. Kreber | ....do... | 116.67 | ....do... | ....do... | Do. |
| 27406 | Alfred G. Loyd | ....do... | 43.20 | ....do... | ....do... | Do. |
| 27528 | Ward Estes | ....do... | 40.51 | ....do... | ....do... | Do. |
| 27413 | John T. Scott | ....do... | 43.20 | ....do... | ....do... | Do. |
| 26399 | Dana W. Lovejoy | ....do... | 150.00 | ....do... | ....do... | Do. |
| 26700 | Edward Mellman | ....do... | 36.00 | ....do... | ....do... | Do. |
| 27462 | Martin Shilling | ....do... | 15.60 | ....do... | ....do... | Do. |
| 25354 | Arthur E. Ebbs | ....do... | 125.00 | ....do... | ....do... | Do. |
| 26807 | Andrew P. Kelley | ....do... | 116.67 | ....do... | ....do... | Do |
| 27497 | Thomas F. Dornblaser | ....do... | 31.20 | ....do... | ....do... | Do |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 27525 | Edmond Damour | 1906. June 13 | $30.95 | 1906. June 16 | 1906. Sept. 11 | Extra pay to volunteers, war with Spain. |
| 26720 | George Moore | ....do | 31.20 | ....do | ....do | Do. |
| 26721 | Samuel A. M. Ives | ....do | 31.20 | ....do | ....do | Do. |
| 26723 | John J. Gorman | ....do | 52.80 | ....do | ....do | Do. |
| 26721 | Stephen M. Newman | ....do | 31.20 | ....do | ....do | Do. |
| 26713 | Gilbert G. Brockway | ....do | 31.20 | ....do | ....do | Do. |
| 26713 | William A. Moore | ....do | 31.20 | ....do | ....do | Do. |
| 26721 | Edward F. Stringer | ....do | 31.20 | ....do | ....do | Do. |
| 26721 | Howard Griffiths | ....do | 31.20 | ....do | ....do | Do. |
| 24827 | Joseph C. Beardsley | ....do | 165.00 | ....do | ....do | Do. |
| 28219 | William J. Bovaird | ....do | 250.00 | ....do | ....do | Do. |
| 28047 | John T. Harvard | ....do | 112.78 | ....do | ....do | Do. |
| 26892 | John M. Ackerley | ....do | 125.00 | ....do | ....do | Do. |
| 28289 | Thomas I. McCornick | ....do | 80.00 | ....do | ....do | Do. |
| 25883 | Nathan A. McCoy | ....do | 233.34 | ....do | ....do | Do. |
| 27585 | J. Bowman | ....do | 15.60 | ....do | ....do | Do. |
| 28867 | Thomas W. Lowe | ....do | 15.60 | ....do | ....do | Do. |
| 25973 | Frederick R. de Funiak | ....do | 300.00 | ....do | ....do | Do. |
| 24280 | Frank C. Lee | ....do | 300.00 | ....do | ....do | Do. |
| 28066 | John M. Shook | ....do | 116.67 | ....do | ....do | Do. |
| 24648 | M. A. Jackson, administrator of George L. Jackson. | ....do | 125.00 | ....do | ....do | Do. |
| 25878 | Albert Wells | ....do | 116.67 | ....do | ....do | Do. |
| 24883 | William B. Steele | ....do | 16.30 | ....do | ....do | Do. |
| 24883 | Burgess Boles | ....do | 26.00 | ....do | ....do | Do. |
| 24883 | Lorenzo D. Hubbard | ....do | 26.00 | ....do | ....do | Do. |
| 24883 | Walter Ailer | ....do | 26.00 | ....do | ....do | Do. |
| 28906 | Merritt C. Lyon | ....do | 26.00 | ....do | ....do | Do. |
| 28905 | Arthur Lake | ....do | 26.00 | ....do | ....do | Do. |
| 28905 | Charles Daniels | ....do | 26.00 | ....do | ....do | Do. |
| 28905 | Jake Dahmer | ....do | 26.00 | ....do | ....do | Do. |
| 28905 | Fred Eilers | ....do | 26.00 | ....do | ....do | Do. |
| 28905 | Jerome B. Ersley | ....do | 26.00 | ....do | ....do | Do. |
| 28905 | Robert S. Kariho | ....do | 32.00 | ....do | ....do | Do. |
| 28828 | Jacob Lucasse | ....do | 26.00 | ....do | ....do | Do. |
| 28828 | James E. Doyle | ....do | 26.00 | ....do | ....do | Do. |
| 27546 | Arthur H. Mackie | ....do | 150.00 | ....do | ....do | Do. |
| 27924 | Florence D. Rafferty, administratrix of Malcon A. Rafferty. | ....do | 300.00 | ....do | ....do | Do. |
| 24872 | Maxwell R. Brothers | ....do | 130.56 | ....do | ....do | Do. |
| 28826 | Nelson A. Otis | ....do | 22.87 | ....do | ....do | Do. |
| 25780 | John P. Flanagan | ....do | 116.67 | ....do | ....do | Do. |
| 27553 | Paul E. Heninger | ....do | 150.00 | ....do | ....do | Do. |
| 25914 | Benjamin A. Farrell | ....do | 300.00 | ....do | ....do | Do. |
| 28190 | Peter H. Short, administrator of Peter H. Short, jr. | ....do | 250.00 | ....do | ....do | Do. |
| 28655 | Lincoln H. Barney | ....do | 150.00 | ....do | ....do | Do. |
| 24660 | Louis C. Duncan | ....do | 133.33 | ....do | ....do | Do. |
| 28588 | John B. McCook | ....do | 133.33 | ....do | ....do | Do. |
| 28654 | R. L. Robertson | ....do | 100.00 | ....do | ....do | Do. |
| 27277 | Clifford Askin | ....do | 15.60 | June 19 | ....do | Do. |
| 26879 | Ralph L. Sherman | ....do | 233.34 | ....do | ....do | Do. |
| 27122 | Charles P. Herzog | ....do | 31.20 | ....do | ....do | Do. |
| 28274 | Elijah D. Himebouch | ....do | 31.20 | ....do | ....do | Do. |
| 26660 | John L. Schick, jr | ....do | 31.20 | ....do | ....do | Do. |
| 28511 | Martin F. McCarthy | ....do | 15.60 | ....do | ....do | Do. |
| 28071 | Walter W. Sandrus | ....do | 15.60 | ....do | ....do | Do. |
| 27523 | Jesse Weidler | ....do | 31.20 | ....do | ....do | Do. |
| 28575 | Otto Puhl | ....do | 31.20 | ....do | ....do | Do. |
| 28112 | Alfred F. Foote | ....do | 43.20 | ....do | ....do | Do. |
| 27935 | John A. Kenny | ....do | 125.00 | ....do | ....do | Do. |
| 28590 | Robert A. Quinn | ....do | 31.20 | ....do | ....do | Do. |
| 27103 | Edward W Jacoby | ....do | 31.20 | ....do | ....do | Do. |
| 24407 | Richard H. Atkinson | ....do | 150.00 | ....do | ....do | Do. |
| 27352 | Napoleon B. Emery | ....do | 36.00 | ....do | ....do | Do. |
| 27369 | Edmund J. Slate | ....do | 36.00 | ....do | ....do | Do. |
| 28592 | Hugh G. Stevenson | ....do | 31.20 | ....do | ....do | Do. |
| 28209 | George Gerberich | ....do | 31.20 | ....do | ....do | Do. |
| 28157 | Robert B. McLean, jr | ....do | 36.00 | ....do | ....do | Do. |
| 28208 | George J. Feit | ....do | 21.60 | ....do | ....do | Do. |
| 27813 | Edgar German | ....do | 31.20 | ....do | ....do | Do. |
| 26152 | Frank B. Harris | ....do | 150.00 | ....do | ....do | Do. |
| 26333 | Walter N. Goldman | ....do | 31.20 | ....do | ....do | Do. |
| 28094 | John B. Abbott | ....do | 31.20 | ....do | ....do | Do. |
| 27185 | Charles E. Clader | ....do | 31.20 | ....do | ....do | Do. |

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*Judgments rendered by the Court of Claims*—Continued.

| No. | Name of claimant. | Date of judgment. | Amount. | When presented for payment. | When payable if not appealed. | Nature of claim. |
|---|---|---|---|---|---|---|
| | WAR DEPARTMENT—con. | | | | | |
| 26509 | John F. Gallmoyer | 1906. June 13 | $31.72 | 1906. June 19 | 1906. Sept. 11 | Extra pay to volunteers, war with Spain. |
| 27281 | John William Thomas | do | 36.00 | do | do | Do. |
| 26558 | Willard P. Lindemuth | do | 36.00 | do | do | Do. |
| 26974 | Lewis Ott | do | 31.20 | do | do | Do. |
| 27064 | Paul P. Smith | do | 36.00 | do | do | Do. |
| 26689 | Michael G. Strittmater | do | 31.20 | do | do | Do. |
| 27165 | Harry J. Bush | do | 31.20 | do | do | Do. |
| 27100 | Harry Dietrich | do | 28.80 | do | do | Do. |
| 27312 | Alvin J. Eitner | do | 31.20 | do | do | Do. |
| 27438 | Harry J. Heist | do | 31.20 | do | do | Do. |
| 28542 | John W. Horne | do | 31.20 | do | do | Do. |
| 27164 | Richard H. Moerder | do | 36.00 | do | do | Do. |
| 27102 | Robert D. Steinmetz | do | 31.20 | do | do | Do. |
| 26086 | Harvey J. Saul | do | 31.20 | do | do | Do. |
| 25075 | John C. Wetherhold | do | 36.00 | do | do | Do. |
| 26976 | Wellington S. Erdman | do | 31.20 | do | do | Do. |
| 25642 | Daniel M. Foster | do | 31.20 | do | do | Do. |
| 27254 | Charles G. Reith | do | 31.20 | do | do | Do. |
| 28327 | William R. Culbert | do | 31.20 | do | do | Do. |
| 28470 | John A. Heisler | do | 36.00 | do | do | Do. |
| 25209 | Landis R. Shuey | do | 31.20 | do | do | Do. |
| 28623 | Samuel W. Seidel | do | 31.20 | do | do | Do. |
| 25473 | William A. Yoder | do | 31.20 | do | do | Do. |
| 28465 | Edward C. Lenhart | do | 31.20 | do | do | Do. |
| 27812 | Silas J. McGregor | do | 300.00 | do | do | Do. |
| 26407 | Edwin A. Brooks | do | 41.20 | do | do | Do. |
| 26605 | Cyrus G. Donley | do | 31.20 | do | do | Do. |
| 26811 | Charles H. Hare | do | 43.20 | do | do | Do. |
| 23363 | Howard G. Henry | do | 9.88 | do | do | Do. |
| 25644 | William S. Kidder | do | 31.20 | do | do | Do. |
| 28515 | Edward B. Short | do | 31.20 | do | do | Do. |
| 26736 | William B. Ulrich | do | 31.20 | do | do | Do. |
| 25583 | John H. Yorty | do | 31.20 | do | do | Do. |
| 27125 | George W. Bach | do | 31.20 | do | do | Do. |
| 26501 | Harry E. Jones | do | 31.20 | do | do | Do. |
| 26401 | William H. Carnahan | do | 35.20 | do | do | Do. |
| 27902 | Harry C. Yeanish | do | 31.20 | do | do | Do. |
| 25823 | Charles B. Cooper | do | 7.20 | June 20 | do | Do. |
| 28461 | James H. Barnes | do | 16.68 | do | do | Do. |
| | Total, War Department. | | 80,499.80 | | | |
| | Aggregate of judgments | | 84,180.29 | | | |

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 512.

# CLAIMS ALLOWED BY ACCOUNTING OFFICERS.

## LETTER

FROM

## THE SECRETARY OF THE TREASURY,

TRANSMITTING,

**IN RESPONSE TO A SENATE RESOLUTION OF THE 25TH INSTANT, A SCHEDULE OF ALL CLAIMS ALLOWED BY THE ACCOUNTING OFFICERS OF THE TREASURY UNDER APPROPRIATIONS THE BALANCES OF WHICH HAVE BEEN EXHAUSTED OR CARRIED TO THE SURPLUS FUND UNDER THE PROVISIONS OF SECTION 5 OF THE ACT OF JUNE 20, 1874, SINCE THE ALLOWANCE OF THOSE HERETOFORE REPORTED TO CONGRESS AT THE PRESENT SESSION.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 26, 1906.*

SIR: In compliance with the resolution of the Senate of the 25th instant—

That the Secretary of the Treasury be, and he is hereby, directed to transmit to the Senate a schedule of all claims allowed by the accounting officers of the Treasury under appropriations, the balances of which have been exhausted or carried to the surplus fund under the provisions of section five of the act of June twentieth, eighteen hundred and seventy-four, since the allowances of those heretofore reported to Congress at the present session; * * *

I have the honor to transmit herewith lists of such claims, amounting to $20,504.56.

Respectfully,

L. M. SHAW,
*Secretary.*

he PRESIDENT OF THE SENATE.

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*Allowed by the Auditor for the Treasury Department.*

| No. of certificate or claim. | Name of claimant. | Appropriation from which payable. | Fiscal year in which the expenditure was incurred. | Amount. |
|---|---|---|---|---|
| | TREASURY DEPARTMENT. | | | |
| | INTERNAL REVENUE. | | | |
| 108154 | The National Sugar Refining Company of New Jersey. | Payment of judgments against internal-revenue officers (certified claims). | ..... | $2,115.39 |
| 108155 | .....do..... | .....do..... | ..... | 1,010.91 |
| | Total..... | ..... | ..... | 3,126.30 |
| | Total Treasury Department .. | ..... | ..... | 3,126.30 |

*Allowed by the Auditor for the War Department.*

| No. of certificate or claim. | Name of claimant. | Appropriation from which payable. | Fiscal year in which the expenditure was incurred. | Amount. |
|---|---|---|---|---|
| | WAR DEPARTMENT. | | | |
| | MILITARY ESTABLISHMENT. | | | |
| 462204 | Norris, John S..... | Pay, etc., of the Army (certified claims). | 1866 | $29.17 |
| 462304 | Vennemann, Heinrich ..... | .....do ..... | 1888 | 15.26 |
| 462556 | Wessel, August ..... | .....do ..... | 1887 | 238.79 |
| 463920 | Newton, William ..... | .....do ..... | 1866 | 12.75 |
| 464320 | Curran, Michael ..... | .....do ..... | 1877 | 120.17 |
| 462688 | Kreamer, Harry L ..... | .....do ..... | 1888 | 5.58 |
| 464425 | Bouck, Charles ..... | .....do ..... | 1866 | 7.14 |
| 202955 | McGowan, John A..... | .....do ..... | 1890 | 10.00 |
| | Total..... | ..... | ..... | 438.86 |
| 32404 | Delgado, Luciano ..... | Incidental expenses. Quartermaster's Department (certified claims. | 1902 | 184.70 |
| 32350 | Bolgahn, Emil F..... | Transportation of the Army and its supplies (certified claims). | 1903 | 159.00 |
| 32364 | Southern Pacific Co..... | .....do ..... | 1903 | 40.26 |
| 32382 | Union Pacific R. R. Co ..... | .....do ..... | 1903 | 394.76 |
| 32414 | Linkhart, James M ..... | .....do ..... | 1864 | 8.17 |
| 32423 | Southern Pacific Co..... | .....do ..... | 1903 | 62.07 |
| 32508 | .....do..... | .....do ..... | 1900 | 24.24 |
| 32609 | Johnson, A. A..... | .....do ..... | 1902 | 6.00 |
| | Total..... | ..... | ..... | 694.50 |
| | Total, War Department..... | ..... | ..... | 1,318.06 |

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE WAR DEPARTMENT.

War Department:

| | |
|---|---|
| Pay, etc., of the Army (certified claims) | $438.86 |
| Incidental expenses, Quartermaster's Department (certified claims) | 184.70 |
| Transportation of the Army and its supplies (certified claims) | 694.50 |
| **Total War Department** | **1,318.06** |

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*Allowed by the Auditor for the Navy Department.*

| No. of certificate or claim. | Name of claimant. | Appropriation from which payable. | Fiscal year in which the expenditure was incurred. | Amount. |
|---|---|---|---|---|
| | NAVY DEPARTMENT. | | | |
| | NAVAL ESTABLISHMENT. | | | |
| 13685 | Irving, Washington | Pay of the Navy (certified claims) | 1866 | $33.14 |
| 13831 | Ash, H. P | do | 1902 | 16.00 |
| 13847 | Holman, George F. W | do | 1901, 1902 | 101.25 |
| 13846 | Merriam, J. H | do | 1901 | 15.20 |
| 13871 | Percival, A. T | do | 1900–1902 | 268.38 |
| 13882 | Pyne, F. G | do | 1902 | 14.40 |
| 13830 | Rhoades, Henry E | do | 1874–1902 | 13,022.81 |
| 13970 | Danford, Royden R | do | 1898 | 7.00 |
| 13962 | Gallagher, Michael | do | 1899 | 70.00 |
| 13986 | Evans, F. T | do | 1902 | 15.20 |
| 13987 | Hoopes, E. T | do | 1902 | 6.40 |
| 14018 | McKenna, Thos. L | do | 1902 | 1.80 |
| | Total | | | 13,571.08 |
| 13945 | California State Prison, San Quentin, Cal. | Pay, miscellaneous (certified claims). | 1902 | 874.00 |
| 13609 | Ashton, William H | Pay, Marine Corps (certified claims). | 1900–1902 | 10.78 |
| 13752 | Barrett, James S | do | 1898–1900 | 30.00 |
| 13666 | Clayton, Robert A | do | 1898–1900 | 24.88 |
| 13628 | Connolly, Frank H | do | 1902, 1908 | 6.88 |
| 13691 | Downey, Mike | do | 1898–1900 | 15.45 |
| 13785 | Earlie, James | do | 1898–1900 | 24.93 |
| 13665 | Grant, James | do | 1898–1900 | 25.00 |
| 13690 | Horvath, Ernest | do | 1898–1900 | 16.54 |
| 13758 | Jorgensen, George H | do | 1902, 1903 | 2.72 |
| 13787 | Kelly, Nicholas | do | 1898–1902 | 73.00 |
| 13735 | Moran, John F | do | 1899 | 1.42 |
| 13786 | Richter, Ernest B | do | 1898–1901 | 22.32 |
| 13784 | Rooney, James | do | 1898–1903 | 25.02 |
| 13667 | Saulter, Michael | do | 1900 | .42 |
| 13664 | Shire, James H | do | 1898–1900 | 16.97 |
| 13627 | Slater, James W | do | 1900, 1903 | 5.12 |
| 13689 | Stanek, Joseph | do | 1898–1900 | 9.93 |
| 13788 | Stanley, Frank A | do | 1901 | .88 |
| 13688 | Walls, Francis | do | 1898–1900 | 50.00 |
| 13692 | Warrell, George | do | 1898–1902 | 44.10 |
| 13796 | Annon, William | do | 1898–1902 | 88.05 |
| 13801 | Arthur, George | do | 1902 | 5.47 |
| 13815 | Bensler, Robert E | do | 1898, 1899 | 18.04 |
| 13816 | Benson, John C | do | 1898–1900 | 9.30 |
| 13800 | Fay, James | do | 1899–1902 | 43.96 |
| 13817 | Graef, Adolph | do | 1898–1900, 1903 | 86.64 |
| 13797 | Jones, Joshua | do | 1898–1902 | 84.86 |
| 13818 | Kavanagh, Felix E | do | 1900–1903 | 14.40 |
| 13799 | Krause, Hugo | do | 1898–1903 | 36.18 |
| 13798 | McDonogh, Michael J | do | 1898–1902 | 46.79 |
| 13875 | Fallon, George Thomas | do | 1903 | 10.26 |
| 13876 | Harding, A. E | do | 1903 | 23.33 |
| 13838 | Parker, Frederick | do | 1898–1900 | 16.14 |
| 13861 | Schroeder, Henry | do | 1898–1903 | 42.11 |
| 13837 | Vooshell, John | do | 1898–1900 | 28.72 |
| 13906 | Boyle, James | do | 1898–1903 | 17.64 |
| 13925 | Foley, Alexander J | do | 1898–1904 | 82.42 |
| 13905 | McCutchen, George | do | 1898–1900 | 29.96 |
| 13891 | Muldoon, James C | do | 1901–1903 | 10.80 |
| 13924 | Simonsen, S | do | 1898–1904 | 39.17 |
| 13923 | West, Thomas | do | 1898–1902 | 37.30 |
| 13926 | Whalen, John P | do | 1899–1904 | 24.85 |
| 13951 | Collins, Alfred B | do | 1900–1902 | 5.52 |
| 13936 | Ebert, William | do | 1898–1900 | 13.47 |
| 13972 | Mallinger, Simon | do | 1898, 1899 | 17.96 |
| 13948 | McCarthy, Timothy | do | 1898–1900 | 30.00 |
| 13950 | Miller, Karl Paul | do | 1901, 1902 | 8.40 |
| 13952 | O'Shea, John | do | 1901–1903 | 7.96 |
| 13937 | Schaller, Peter | do | 1898–1900 | 24.94 |
| 13949 | Tynan, Martin | do | 1898–1904 | 25.29 |
| 13974 | Tompkison, John | do | 1898–1904 | 42.17 |
| 13975 | Weed, Charles McG | do | 1898–1902 | 37.71 |
| 13938 | Wismer, Sylvester B | do | 1899–1904 | 21.49 |
| 14008 | Amos, John G | do | 1900–1904 | 16.57 |
| 14019 | Condee, Ernest | do | 1904 | .56 |
| 14001 | Corey, Clark | do | 1898–1902 | 48.68 |



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*Allowed by the Auditor of the Treasury Department*—Continued.

| No. of certificate or claim. | Name of claimant. | Appropriation from which payable. | Fiscal year in which the expenditure was incurred. | Amount. |
|---|---|---|---|---|
| | NAVY DEPARTMENT—Con. | | | |
| | NAVAL ESTABLISHMENT—con. | | | |
| 14002 | Currie, Charles T | Pay, Marine Corps (certified claims). | 1898–1904 | $98.18 |
| 14006 | Edelen, Guy | do | 1904 | 4.42 |
| 14017 | Hobbs, Chas. B | do | 1900 | .18 |
| 13994 | King, Henry R | do | 1901–1904 | 21.05 |
| 13993 | Long, Chas. G | do | 1900, 1901 | 80.80 |
| 14018 | Maccallum, Alexander | do | 1903, 1904 | 5.08 |
| 14007 | Neville, W. C | do | 1904 | 68.25 |
| 14004 | Preston, Walter | do | 1900–1904 | 11.74 |
| 14014 | Quinlan, Michael | do | 1898–1903 | 51.28 |
| 14015 | Ross, Turk | do | 1898–1904 | 75.73 |
| 14016 | Scully, John | do | 1898–1904 | 28.66 |
| 14005 | Stack, John W | do | 1903, 1904 | 17.00 |
| | Total | | | 1,750.29 |
| 13695 | McKone, John W., or John | Indemnity for lost property, naval service, act, Mar. 2, 1895 (certified claims). | 1906 | 16.70 |
| 13619 | Young, Golson | do | 1906 | 30.65 |
| 13806 | Gronau, Chas | do | 1906 | 9.85 |
| | Total | | | 57.20 |
| 13618 | Murtaugh, John | Enlistment bounties to seamen (certified claims). | 1865 | 33.34 |
| 13769 | Randall, Jonas M | do | 1863 | 100.00 |
| 13868 | Palmer, Alanson W | do | 1865 | 33.33 |
| | Total | | | 166.67 |
| 13841 | Marlow, Clarence G | Destruction of clothing and bedding for sanitary reasons (certified claims). | 1906 | 26.68 |
| 14020 | Creamer, Ross | do | 1906 | 32.89 |
| | Total | | | 59.57 |
| | Total Naval Establishment | | | 15,978.81 |
| | CIVIL. | | | |
| 13985 | Western Union Telegraph Co | Contingent and miscellaneous expenses, Hydrographic Office (certified claims). | 1903 | .83 |
| | Total Navy Department | | | 15,979.64 |

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE NAVY DEPARTMENT.

| | |
|---|---|
| Navy Department: | |
| Naval establishment, as follows— | |
| Pay of the Navy (certified claims) | $13,571.08 |
| Pay, miscellaneous (certified claims) | 374.00 |
| Pay, Marine Corps (certified claims) | 1,750.29 |
| Indemnity for lost property, naval service, act March 2, 1895 (certified claims) | 57.20 |
| Destruction of clothing and bedding for sanitary reasons (certified claims) | 59.57 |
| Enlistment bounties to seamen (certified claims) | 166.67 |
| Total | 15,978.81 |
| Civil, as follows— | |
| Contingent and miscellaneous expenses, Hydrographic Office (certified claims) | .83 |
| Total, Navy Department | 15,979.64 |

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*Allowed by the Auditor for the Interior Department.*

| No. of certificate or claim. | Name of claimant. | Appropriation from which payable. | Fiscal year in which the expenditure was incurred. | Amount. |
|---|---|---|---|---|
| | INTERIOR DEPARTMENT. | | | |
| | CIVIL. | | | |
| 14226 | Maurice Joyce Engraving Co | Geological Survey (certified claims). | 1903 | $7.81 |
| | INDIAN AFFAIRS. | | | |
| 67476 | Minneapolis, St. Paul, and Sault Ste. Marie Rwy. Co. | Transportation of Indian supplies (certified claims). | 1903 | 5.50 |
| 1996 | Potter, George L | Investigating Indian depredation claims (certified claims). | 1887, 1888 | 19.50 |
| | Total Indians | | | 25.00 |
| | Total, Interior Department | | | 32.31 |

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE INTERIOR DEPARTMENT.

| | |
|---|---|
| Interior Department: | |
| Civil— | |
| Geological Survey (certified claims) | $7.81 |
| Indian affairs— | |
| Transportation of Indian supplies (certified claims) | 5.50 |
| Investigating Indian depredation claims (certified claims) | 19.50 |
| Total Indian affairs | 25.00 |
| Total Interior Department | 32.31 |

*Allowed by the Auditor for the State and other Departments.*

| No. of certificate or claim. | Name of claimant. | Appropriation from which payable. | Fiscal year in which the expenditure was incurred. | Amount. |
|---|---|---|---|---|
| | DEPARTMENT OF AGRICULTURE. | | | |
| 82359 | Chicago Great Western Rwy. Co. | Expenses, Bureau of Animal Industry (certified claims). | 1902 | $6.50 |
| 119067 | Nelson, William | Fees of commissioners, United States courts (certified claims). | 1903 | 1.55 |
| 119229 | .....do | .....do | 1903 | 3.00 |
| | Total | | | 4.55 |
| 118933 | Gelders, Louis | Fees of jurors, United States courts (certified claims). | 1900 | 26.00 |
| 118981 | Hunter and Johnson | Support of prisoners, United States courts (certified claims). | 1903 | 1.20 |
| 118986 | Hunter, J. F | .....do | 1902, 1903 | 10.00 |
| | Total | | | 11.20 |
| | Total, Department of Justice | | | 41.75 |

RECAPITULATION OF CLAIMS ALLOWED BY THE AUDITOR FOR THE STATE AND OTHER DEPARTMENTS.

| | |
|---|---|
| Department of Agriculture: | |
| Expenses, Bureau of Animal Industry (certified claims) | $6.50 |
| Department of Justice: | |
| Fees of commissioners, United States courts (certified claims) | 4.55 |
| Fees of jurors, United States courts (certified claims) | 26.00 |
| Support of prisoners, United States courts (certified claims) | 11.20 |
| Total | 41.75 |
| Grand total | 48.25 |

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SUMMARY OF CLAIMS.

| | | |
|---|---|---|
| Treasury Department: | | |
| Internal revenue | | $3,126.80 |
| War Department: | | |
| Military Establishment | | 1,318.06 |
| Navy Department: | | |
| Civil | $0.83 | |
| Naval Establishment | 15,978.81 | |
| | | 15,979.64 |
| Interior Department: | | |
| Civil | 7.31 | |
| Indians | 25.00 | |
| | | 32.31 |
| Department of Agriculture: | | |
| Miscellaneous | | 6.50 |
| Department of Justice: | | |
| United States courts | | 41.75 |
| Grand total | | 20,504.56 |

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 513.

ALONZO H. ADAMS, ETC.

# LETTER

FROM

# THE SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE SECRETARY OF THE INTERIOR SUBMITTING AN ADDITIONAL ESTIMATE OF APPROPRIATION FOR INCLUSION IN THE GENERAL DEFICIENCY BILL, UNDER THE TITLE "PAYMENT TO CERTAIN DEPUTY SURVEYORS," FOR PAYMENT TO ALONZO H. ADAMS, ETC.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington June 26, 1906.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Secretary of the Interior, of this date, submitting an additional estimate of appropriation for inclusion in the general deficiency bill, under the title "Payment to certain deputy surveyors," for payment to Alonzo H. Adams, etc., $445.17.

Respectfully,

L. M. SHAW,
*Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
*Washington, June 26, 1906.*

SIR: I have the honor to transmit herewith a communication dated June 26, 1906, from the Acting Commissioner of the General Land Office, submitting an estimate of appropriation for insertion in the general deficiency bill amounting to $445.17 for payment to Alonzo H. Adams, United States deputy surveyor, for surveys of public lands executed by him in the State of Colorado, necessary to complete the surveys under his contract No. 833, approved June 30, 1904.

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The Acting Commissioner states that this item is similar to the items included in the estimate for payment to certain deputy surveyors which was approved by this Department on March 2, 1906, and which estimate is now pending in Congress. (See House Doc. No. 632.)

The recommendation of the Acting Commissioner of the General Land Office that this appropriation be made has my approval, and the estimate is respectfully forwarded through your Department for the appropriate action of the Congress.

Respectfully,

JESSE E. WILSON,
*Acting Secretary.*

The SECRETARY OF THE TREASURY.

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DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
*Washington, D. C., June 26, 1906.*

SIR: I submit herewith in duplicate for your approval and transmission to the Secretary of the Treasury, for insertion in the general deficiency appropriation bill, an estimate of appropriation for $445.17 for payment to Alonzo H. Adams, United States deputy surveyor, for surveys of public lands executed by him in the State of Colorado, necessary to complete the surveys under his contract No. 833, approved June 30, 1904.

The item is similar to the items included in the estimate for payment to certain deputy surveyors, approved by you under date of March 2, 1906, which estimate is now pending in Congress and included in House Document No. 632. It is requested that this estimate be submitted as supplemental thereto.

Very respectfully,

G. F. POLLOCK,
*Acting Commissioner.*

The SECRETARY OF THE INTERIOR.

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*Estimates of appropriations required for the service of the fiscal year ending June 30, 1906, and prior years, by the General Land Office.*

INTERIOR DEPARTMENT.

PUBLIC LANDS SERVICE.

Payments to certain deputy surveyors—

For payment to Alonzo H. Adams, United States deputy surveyor, for surveys of public lands executed by him necessary to complete the surveys under his contract No. 833, State of Colorado, approved June 30, 1904, being the amount found due him by the Commissioner of the General Land Office, in accordance with the rates as authorized in the act making appropriation for the survey and resurvey of public lands for the fiscal year 1904 (submitted) ..... $445.17

NOTE.—The lines of survey for which the above payment is recommended were made necessary in order to complete the work under the contract. The work was approved and accepted, and the deputy surveyor is entitled to payment therefor; but in the settlement of his account it was found necessary to disallow said amount in order to keep within the limit of the estimated liability named in the contract and not on account of a lack of sufficient funds appropriated for the survey of the land.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 514.

# CORONER'S OFFICE, DISTRICT OF COLUMBIA.

## LETTER

FROM

## THE SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE COMMISSIONERS OF THE DISTRICT OF COLUMBIA SUBMITTING A SUPPLEMENTAL ESTIMATE OF DEFICIENCY FOR INCLUSION IN THE GENERAL DEFICIENCY BILL.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington June 26, 1906.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Commissioners of the District of Columbia, of this date, submitting a supplemental estimate of deficiency for inclusion in the general deficiency bill, viz:

Salaries, offices for the District of Columbia:
Coroner's office: For amount required to pay the deputy coroner for services during the absence of the coroner for the fiscal year 1906 ..... $105

Respectfully,

L. M. SHAW, *Secretary.*

The PRESIDENT OF THE SENATE.

OFFICE COMMISSIONERS DISTRICT OF COLUMBIA,
*Washington, June 26, 1906.*

SIR: The Commissioners of the District of Columbia have the honor to transmit herewith a supplemental estimate of deficiencies for salaries in the office of the coroner of the District for the fiscal year 1906, being for the compensation of the deputy coroner while acting as coroner from June 6 to June 26, 1906, inclusive, and to request that you will forward it to the Committee on Appropriations of the United States

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Senate, in view of the fact that the deficiency appropriation estimates have been considered by the Committee on Appropriations of the House of Representatives and reported by the House.

Very respectfully,

HENRY B. F. MACFARLAND,
*President Board of Commissioners District of Columbia.*

Hon. LESLIE M. SHAW,
*Secretary of the Treasury.*

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*Estimates of appropriations required for the service of the fiscal year ending June 30, 1906, by the District of Columbia.*

DISTRICT OF COLUMBIA.

Salaries, offices of the District of Columbia—
Coroner's office: For amount required to pay the deputy coroner for services during the absence of the coroner for the fiscal year 1906 (submitted) ..... $105.00

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 515.

JUDGMENTS RENDERED AGAINST THE UNITED STATES.

# LETTER

FROM

# THE SECRETARY OF THE TREASURY,

TRANSMITTING

**A LIST OF JUDGMENTS RENDERED AGAINST THE UNITED STATES BY THE CIRCUIT AND DISTRICT COURTS OF THE UNITED STATES UNDER THE ACT OF MARCH 3, 1887, ETC.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 26, 1906.*

SIR: In accordance with the provision contained in the deficiency act of April 27, 1904 (33 Stat., 422), I have the honor to transmit herewith a list of a judgment rendered against the United States by the circuit and district courts of the United States under the act of March 3, 1887 (1 Supp. Rev. Stat., 559), as submitted by the Attorney-General, and which requires an appropriation for its payment as follows:

Under the Navy Department..... $307.50

Respectfully,

L. M. SHAW, *Secretary.*

The PRESIDENT OF THE SENATE.

DEPARTMENT OF JUSTICE,
*Washington, June 26, 1906.*

SIR: In compliance with the requirements of the statute, I transmit herewith a copy of a judgment rendered by the district court for the eastern district of Pennsylvania in the case of Dwight F. Walker *v.* The United States, under the provisions of the act of March 3, 1887 (1 Supp. R. S., 559), for which an appropriation is desired.

Respectfully,

H. M. HOYT,
*Acting Attorney-General.*

The SECRETARY OF THE TREASURY.

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*Judgment rendered against the United States.*

| Name. | Judgment. | Costs. | Date of judgment. | Nature of claim. | Exhibit. |
|---|---|---|---|---|---|
| Dwight F. Walker .. | $300.00 | $7.50 | May 24, 1906 | Fittings for Navy Department ... | 1 |

EXHIBIT.

[Dwight F. Walker *v.* The United States, No. 1477.]

And now, May 24, 1906, on motion, judgment that the petitioner recover from the United States the sum of $300 with costs, $7.50, together, $307.50.

(May 24, 1906, eastern district of Pennsylvania.)

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59TH CONGRESS, 1st Session. | SENATE | DOCUMENT No. 516.

# ITEMS OF APPROPRIATION FOR INCLUSION IN GENERAL DEFICIENCY BILL.

## LETTER

FROM

## THE SECRETARY OF THE TREASURY,

SUBMITTING

**VARIOUS ITEMS OF APPROPRIATION FOR THE STATE, TREASURY, AND INTERIOR DEPARTMENTS, AND DEPARTMENT OF JUSTICE, FOR INCLUSION IN THE URGENT DEFICIENCY APPROPRIATION BILL.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 26, 1906.*

SIR: I have the honor to submit herewith, for the consideration of Congress in connection with the general deficiency bill, the following items for which appropriations are necessary before payment can be made, namely:

UNDER STATE DEPARTMENT.

FOREIGN INTERCOURSE.

Salaries, chargés d'affaires ad interim: To pay amounts found due by the accounting officers of the Treasury on account of the appropriation "Salaries, chargés d'affaires ad interim," for the fiscal year 1906..... $300.00

UNDER TREASURY DEPARTMENT.

Transportation of silver coin: To pay amounts found due by the accounting officers of the Treasury on account of the appropration, "Transportation of silver coin," for the fiscal year 1906..... 1,606.95

INTERNAL REVENUE.

Redemption of stamps: To pay amounts certified to be due by the accounting officers of the Treasury on account of the appropriation "Redemption of stamps" (certified claims)..... 58.31

Refunding taxes illegally collected: To pay amounts certified to be due by the accounting officers of the Treasury on account of the appropriation "Refunding taxes illegally collected" (certified claims)..... 935.57

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UNDER INTERIOR DEPARTMENT.

INDIANS.

Indian School, Riverside, Cal.: To pay amounts found due by the accounting officers of the Treasury on account of the appropriation "Indian School, Riverside, Cal.," for the fiscal year 1906 ..... 1,244.49

UNDER DEPARTMENT OF JUSTICE.

UNITED STATES COURTS.

Salaries and expenses of district attorneys, United States courts: To pay amounts found due by the accounting officers of the Treasury on account of the appropriation "Salaries and expenses of district attorneys, United States courts," for the fiscal year 1905 ..... 176.29

In all ..... 4,321.61

Respectfully,

L. M. SHAW,
*Secretary.*

The PRESIDENT OF THE SENATE.

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 517.

# SALARIES AND EXPENSES UNITED STATES COURTS, INDIAN TERRITORY.

## LETTER

FROM

# THE SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE ACTING ATTORNEY-GENERAL SUBMITTING AN ESTIMATE OF ADDITIONAL APPROPRIATION FOR INCLUSION IN THE GENERAL DEFICIENCY APPROPRIATION BILL, FOR SALARIES AND EXPENSES, UNITED STATES COURTS, INDIAN TERRITORY, AMOUNTING TO $4,800.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 26, 1906.*

SIR: I have the honor to transmit herewith, for the consideration of Congress, copy of a communication from the Acting Attorney-General of the 25th instant, submitting an estimate of additional appropriation for inclusion in the general deficiency bill, as follows:

Salaries and expenses, United States courts, Indian Territory:
For four deputy clerks in the Indian Territory, one at Wilburton, one at Bartlesville, one at Tulsa, and one at Duncan, each at the rate of $1,200 per annum, in accordance with the provisions of the Indian appropriation act of June 21, 1906, for the fiscal year ending June 30, 1907 .... $4,800

Respectfully,

L. M. SHAW, *Secretary.*

The PRESIDENT OF THE SENATE.

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DEPARTMENT OF JUSTICE,
*Washington, June 25, 1906.*

SIR: It is requested that the following item be reported to the Congress at once for inclusion in the proposed general deficiency appropriation bill:

Salaries and expenses, United States courts, Indian Territory, 1907:
For four deputy clerks in the Indian Territory, one at Wilburton, one at Bartlesville, one at Tulsa, and one at Duncan, each at the rate of $1,200 per annum, in accordance with the provisions of the Indian appropriation act of June 21, 1906..... $4,800

Respectfully

H. M. HOYT,
*Acting Attorney-General.*

The SECRETARY OF THE TREASURY.

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 518.

# JUDGMENTS RENDERED AGAINST THE UNITED STATES.

## LETTER

FROM

## THE ACTING ATTORNEY-GENERAL,

STATING,

**IN RESPONSE TO SENATE RESOLUTION NO. 160, THAT A LIST OF JUDGMENTS RENDERED AGAINST THE UNITED STATES BY THE CIRCUIT AND DISTRICT COURTS OF THE UNITED STATES UNDER THE ACT OF MARCH 3, 1887, HAVE BEEN TRANSMITTED THROUGH THE SECRETARY OF THE TREASURY.**

JUNE 27, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

DEPARTMENT OF JUSTICE,
*Washington, June 26, 1906.*

SIR: In response to the resolution of the Senate directing me to transmit a list of judgments rendered against the United States by the circuit and district courts of the United States under the act of March 3, 1887, I have the honor to state that lists of such judgments have been transmitted to the Senate through the Secretary of the Treasury.

Respectfully,

H. M. HOYT,
*Acting Attorney-General.*

The PRESIDENT OF THE SENATE.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 519.

# INTERSTATE LIVE STOCK COMPANY OF THE DISTRICT OF COLUMBIA.

## LETTER

FROM

## THE ATTORNEY-GENERAL,

TRANSMITTING,

**IN RESPONSE TO SENATE RESOLUTION NO. 153, COPIES OF ALL THE CORRESPONDENCE HAD WITH THE DISTRICT ATTORNEY RELATING TO THE INTERSTATE LIVE STOCK COMPANY OF THE DISTRICT OF COLUMBIA AND STATING ACTION TAKEN BY THE DISTRICT ATTORNEY.**

JUNE 27, 1906.—Ordered to be printed.

DEPARTMENT OF JUSTICE,
*Washington, June 26, 1906.*

SIR: I am in receipt of a Senate resolution, dated June 20, requesting the Attorney-General to send to the Senate copies of all correspondence between the Department of Justice and the United States attorney for this District relating to the Interstate Live Stock Insurance Company of the District of Columbia, and to state what action has been taken by the United States attorney in reference to the operation of said insurance company.

In response, I beg to transmit herewith copies of all correspondence had with the district attorney upon the subject, from which it will be seen that indictments were returned by the grand jury on July 6, 1905, against the defendants John L. Fehr, E. H. Fitch, Tracy L. Jeffords, and Orrin G. Staples. After a thorough investigation the conclusion was reached that the transactions complained of, which formed the basis of the charges in the indictment, disclosed no criminality on the part of the defendant Staples, and accordingly, on February 13, 1906, a nolle prosequi was entered in the case as to him. Defendants Fehr and Fitch fled from this jurisdiction after they were indicted and as yet they have not been apprehended. It is the intention of this Department as soon as the apprehension of the fugitives can be accomplished to try the case at the earliest possible date.

Respectfully,

W. H. MOODY, *Attorney-General.*

The PRESIDENT OF THE SENATE.

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DEPARTMENT OF JUSTICE,
*Washington, May 5, 1905.*

SIR: I transmit herewith a copy of a letter written by W. J. Clay, esq., commissioner of insurance of the State of Texas, to Senator Culberson, of that State, and by him referred to this Department for action, in which complaint is made respecting certain alleged false and fraudulent acts and representation on the part of the officers of the Interstate Live Stock Insurance Company of the District of Columbia. The Department is advised by the superintendent of insurance that the facts respecting the transactions of this company are about as complained of in Mr. Clay's letter.

If there is any law under which the persons complained of can be punished for their fraudulent acts, you are instructed to institute and vigorously prosecute the appropriate proceeding for that purpose.

Respectfully,

H. M. HOYT,
*Acting Attorney-General.*

MORGAN H. BEACH, Esq.,
*United States Attorney, Washington, D. C.*

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OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
*Washington, D. C., June 8, 1905.*

SIR: Further answering your letter as Acting Attorney-General to me of the 5th of May, I have to advise you that I have conferred with my assistant in charge of the case of the alleged fraud practiced by the Interstate Live Stock Insurance Company, and I have concluded to present the matter to the grand jury in the phase of a criminal conspiracy.

The chief offender seems to be O. G. Staples, who is a very rich and well-known man in this town, and it will be necessary to proceed with some caution, both on account of his influence and because of the intricacy of prosecutions of this character.

Respectfully,

MORGAN H. BEACH,
*United States District Attorney.*

Hon. H. M. HOYT,
*Department of Justice, Washington, D. C.*

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OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
*Washington, D. C., November 17, 1905.*

SIR: In compliance with your verbal request of to-day for a letter setting forth the present status of the case of the United States *v.* John L. Fehr, Elisha H. Fitch, Tracy L. Jeffords, and Orrin G. Staples, No. 24804, criminal, in the supreme court of the District of Columbia, I beg to advise you as follows:

On July 6, 1905, an indictment was returned against the above-named gentlemen containing four counts. The first count charges a conspiracy to commit an offense against the United States by cheating and defrauding by means of false pretenses; the second and third counts charge a conspiracy to commit an offense against the United States by obtaining a license from the Insurance Commissioner of this District for a certain corporation by means of false pretenses; the fourth count charges a common-law conspiracy.

The defendants, Tracy L. Jeffords and Orrin G. Staples have given bond. The defendants John L. Fehr and Elisha H. Fitch are still at large, their whereabouts being unknown to the authorities. I have been informed that Fehr is somewhere in Europe.

The substance of the offense is the attempt on the part of the defendants to illegally qualify a certain live-stock insurance company to do business under the laws of the District of Columbia, it being alleged that they obtained by wrongful means a certificate from a savings bank of this city, which showed a deposit at said bank of a sufficient sum of money to entitle the insurance company to do business.

Mr. Staples, through his counsel, claims that he was made a tool of in the transaction, he making a loan to the insurance company in order that they could show a sufficient amount on deposit. Tracy L. Jeffords, who is an attorney at law and a member of this bar, claims that he acted simply as an attorney for the company and had no knowledge of the transaction.

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I have held the case up awaiting a further investigation and have not even required the defendants who are under bond to plead to the indictment. Both Mr. Staples and Mr. Jeffords have requested that they be permitted to make a full statement of their connection with the matter and I have consented to hear them, but have not as yet had sufficient time to take the case up with their respective attorneys.

From my present knowledge of the facts I think it will be hard to maintain any case against Mr. Staples. As to the other defendants I have not as yet sufficiently informed myself to express an opinion.

Respectfully,

DANIEL W. BAKER,
*United States Attorney.*

The SOLICITOR-GENERAL,
*Department of Justice, Washington, D. C.*

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DEPARTMENT OF JUSTICE,
*Washington, November 18, 1905.*

SIR: Acknowledging the receipt of your letter of yesterday, relative to the case of United States *v.* Fehr et al., I beg to advise you that the insurance authorities of the State of Texas, and Senator Culberson, of that State, representing them as his constituents and not as their counsel, feel very strongly that this prosecution should be pushed promptly and vigorously and that the standing in this community of any of the defendants should not operate to give them lenient treatment. Reserving judgment on the technical question whether the case can be maintained, you are directed to receive and consider as soon as possible the statements which Mr. Staples and Mr. Jeffords desire to make, and to advise me fully thereafter what your judgment is on the duty of the Government in the light of all the facts and on its ability to maintain the indictment before a jury.

Respectfully,

H. M. HOYT,
*Acting Attorney-General.*

DANIEL W. BAKER, Esq.,
*United States Attorney, Washington, D. C.*

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OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
*Washington, D. C., November 28, 1905.*

SIR: Replying to your favor of the 18th instant, relative to the case of United States *v.* Fehr et al., I have to say that I have reviewed all the evidence available in said case and also considered what additional evidence is necessary to so mature the case that judgment can be properly formed as to the duty of the Government in the premises and its ability, in the light of all the facts, to maintain the indictment before a jury.

Owing to the pressure of time in the Crawford case I have not yet had opportunities to receive the statements of Mr. Staples and Mr. Jeffords, but upon receiving their statements will advise you further pursuant to the instruction of your letter.

Respectfully,

DANIEL W. BAKER,
*United States Attorney.*

The ATTORNEY-GENERAL,
*Department of Justice, Washington, D. C.*

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OFFICE UNITED STATES ATTORNEY, DISTRICT OF COLUMBIA,
*Washington, D. C., January 6, 1906.*

SIR: In compliance with your letter of November 18, 1905, I desire to state that I have made a thorough investigation of the charges in the case of United States *v.* Fehr et al., and after hearing a full statement of Mr. Staples, one of defendants, which statement was in almost every particular corroborated by the testimony before me from other witnesses, I have come to the conclusion that there is no case against Mr. Staples.

In view of this fact, and the further fact that Mr. Staples agrees to settle all valid claims due policy holders of the insurance company to which he loaned the $100,000, I feel that the case against him should be nolle prossed. This, of course, in no way

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affects the case against the other defendants, two of whom are at large. These I will endeavor to apprehend, and when I do so will try the case, using Mr. Staples as one of our principal witnesses.

I have this day written Senator Culberson, of Texas, as requested by you, informing him of the conclusion I have come to and the agreement on the part of Mr. Staples to pay all valid claims due the policy holders.

Respectfully,

DANIEL W. BAKER,
*United States Attorney.*

Hon. H. M. HOYT,
*Acting Attorney-General, Washington, D. C.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 520.

# JOHN L. SMITHMEYER AND PAUL J. PELZ.

**LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF JOHN L. SMITHMEYER AND PAUL J. PELZ AGAINST THE UNITED STATES.**

JUNE 27, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 26, 1906.*

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by the resolution of the United States Senate, under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

ARCHIBALD HOPKINS,
*Chief Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional, No. 11896. John L. Smithmeyer and Paul J. Pelz v. The United States.]

STATEMENT OF CASE.

The following bill was referred to the court March 3, 1905, by resolution of the United States Senate, under an act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of John L. Smithmeyer and Paul J. Pelz.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to adjudicate and pay the claim of John L. Smithmeyer and Paul J. Pelz for services in preparing the plans for the building of the Library of Congress, notwithstanding any statutes of limitations or any prior settlement or adjudication thereof, and in determing the amount due the rates and rules established by the custom and usage of the profession of architects for such service shall govern, and a sufficient sum to pay the amount found due is hereby appropriated out of any money in the Treasury not otherwise appropriated."

The claimants appeared and filed their petition in this court on the 31st day of March, 1905, in which they make the following allegations:

1. That they and each of them are citizens of the United States and residents of the city of Washington, in the District of Columbia, and that in the year 1886 and

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for many years prior thereto, to wit, for thirteen or more years, they were engaged, in the District of Columbia and elsewhere, as copartners in the practice of their profession as architects.

2. That they have a claim against the United States for services rendered in the preparation of certain architectural plans upon which the Library of Congress was constructed, which said claim was on the 3d day of March, 1905, referred to this court under the provisions of the fourteenth section of the act of Congress approved March 3, 1887, commonly called the "Tucker act."

3. The petitioners further allege that their claim referred to in said Senate bill No. 7220 arose under the following circumstances, to wit: Claimant, at the request of defendants through various committees of Congress and other duly constituted authorities, furnished to the defendants at various periods from 1873 to 1886 divers and sundry plans, drawings, etc., for the construction of the proposed Library of Congress; that in the year 1886, to wit, on the 15th day of April, the Congress of the United States passed an act entitled "An act authorizing the construction of a building for the accommodation of the Congressional Library," in which it was provided that said building should be constructed "substantially according to the plans submitted to the Joint Select Committee on Additional Accommodations for the Library of Congress by John L. Smithmeyer," one of the claimants herein, and that said building was constructed upon the plans prepared by claimants.

4. Claimants further allege that during the period from 1873 to 1886 they individually, and as a firm, devoted the greater portion of their entire time to formulating divers and sundry plans, both ground and elevation, at the request of the defendants through their duly constituted authorities, and that the plan, as finally adopted by Congress in the year 1886, was the culmination and result of, to wit, thirteen years of almost uninterrupted labor; that during all of said period claimants received no compensation whatever from the defendants for their work and labor performed by them or either of them; that during the whole of said period claimants maintained a large and expensive office, and that the expenses incurred by them incident to the preparation of said plans as finally adopted amounted to a very large sum, to wit, the sum of $75,000.

5. Claimants further allege that the building of said Library of Congress cost defendants a large amount, to wit, the sum of six million five hundred thousand dollars ($6,500,000), and that in equity and good conscience and according to the rules and customs of the profession of architects, and according to the reasonable and actual value of said plans, as prepared by claimants and as adopted and used by defendants, they, said claimants, should have been paid by the defendants an amount equal to two and one-half per cent (2½) upon the cost of the said building, to wit, upon the sum of $6,500,000, but claimants allege that they have not been paid such sum, but have only been paid by the defendants the sum of $48,000.

The case was brought to a hearing on merits on the 7th day of May, 1906. Pennebaker & Jones, esqs., appeared for the claimants, and the Attorney-General, by Felix Brannigan, esq., his assistant, and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

### FINDINGS OF FACT.

I. The claimants, John L. Smithmeyer and Paul J. Pelz, both citizens of the United States and residents of the city of Washington, District of Columbia, were, at the times hereinafter mentioned, copartners practicing their profession as architects, with their offices located in the said city.

II. From the year 1873 until the 15th of April, 1886, the claimants devoted their time as architects to the making of plans and drawings for a building for the Library of Congress. They acted under the direction and at the request of the commissions and committees of Congress mentioned in the following acts of Congress, viz: The Commission created by the sundry civil appropriation act, March 3, 1873 (17 Stat. L, 510–513); the Joint Committee on the Library of Congress, sundry civil act, June 23, 1874 (18 Stat. L., 204–226), and the legislative appropriation act, August 15, 1876 (19 Stat. L., 143–168); the Commission on the Enlarged Accommodation for the Library of Congress (act April 3, 1878, 20 Stat. L., 35); the Joint Select Committee on Additional Accommodation for the Library of Congress, organized under the act of June 8, 1880 (21 Stat. L., 165), the deficiency act, March 3, 1881 (21 Stat. L., 414–424), and the act of April 15, 1886 (24 Stat. L., 12).

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III. The act of March 3, 1873, supra, provided for "a plan for a new library building for a Library of Congress," and the Commission appointed thereunder published an invitation to architects to furnish plans (not including detail or working plans), and offered the sum of $1,500 for such design as might be adjudged the best.

IV. During the ensuing thirteen years, that is to say, between March 3, 1873, and April 15, 1886, the claimants prepared for and submitted to different committees and commissions of Congress the following sets of plans, to wit:

(1) In reply to the prospectus mentioned in Finding III, a plan in the Italian renaissance style of architecture, consisting of front and side elevation, first and second floor plan, and one section. There were twenty-eight competitors Claimants were awarded first prize for excellence and were paid therefor the premium of $1,500.

(2) Shortly afterwards, at the request of the Committee on the Library, a new design, being a modification of the former, consisting of colored perspective, a front elevation and portion of first and second story plans, five drawings in all.

(3) About 1875, at the request of Senator Howe, chairman of the Joint Committee on the Library, a new set of plans in the Gothic style of architecture upon an entirely new basis. The series of drawings consisted of seven sketches, but four of which were submitted to the committee.

(4) Said Gothic plan was, at the following session of Congress, at the request of Senator Howe, chairman of the said committee, modified as to the exterior design. These drawings were five in number and were submitted to the committee.

(5) About 1877, at the request of Senator Howe, chairman of said committee, a new set of plans for the Library building in the French renaissance style of architecture. These plans consisted of elevation framed and colored and a pencil study of front elevation. The interior arrangement was entirely changed from that of the Gothic design, owing to a proposed change of location from Capitol Hill to Judiciary Square. At the request of the committee, claimants prepared two cross sections of Judiciary Square with proposed building located, showing grades, sewers, etc. These plans were delivered to the said committee.

(6) At the request of the said committee, a design for the said building in the Romanesque style of architecture, with perspective elevations, three drawings in all, and they were submitted to said committee.

(7) About 1879, at the request of said committee, a design in the German renaissance style of architecture, with finished perspective and eight other drawings, consisting of front, rear, and side elevation, and a full set of plans of the different stories, together with a section showing the halls and reading rooms, all of which were fully developed. The study for the reading room was an entirely new and original design and is the idea carried out in the building as constructed. There were also changes made in this set of plans, to wit: In the ground plan, and also changes showing higher development and greater elaboration of original ideas, and progress both as to the construction and light effect.

(8) In 1880 drawings for a building in the Italian renaissance style of architecture, embodying all the improvements which had been made since 1873, consisting of forty finished drawings. These drawings were on a large working scale one-eighth of an inch to a foot and one-fourth of an inch to a foot. These plans, with exterior modifications as set forth in paragraph 10 below, are those adopted by act of Congress of April 15, 1886.

(9) In 1882 a revision of the Gothic plans above referred to in paragraphs 3 and 4 (supra) of this finding, showing perspective and front elevations. These revised plans were adopted by the Senate in a bill passed by that body, but which failed to pass the House.

(10) In 1885 a revision of the exterior of the Italian renaissance plans, described in paragraph 8 (supra) of this finding; no change was made in the interior of the building, but the exterior was made more ornate. These plans consisted of perspectives, on a large scale, mainly for color effects according to the material used.

V. Claimants, in the year 1874, gave up their private business as architects and from that time on until 1886, devoted themselves almost exclusively to the plans above described, and they never regained their private business.

In 1882 the claimant, Smithmeyer, traveled throughout this country and Europe, visiting different library buildings in New York, Boston, Philadelphia, Baltimore, Liverpool, London, Paris, Brussels, Vienna, Berlin, Dresden, Leipsic, and Hanover, at the request of the Joint Committee on the Library for the purpose of obtaining information in respect to the architecture of the great library buildings of the world. His expenses to the extent of only $800 were paid by said committee.

VI. The act of Congress approved April 15, 1886 (24 Stats. L., 12), authorized the construction of the Library building "substantially according to the plan submitted

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to the Joint Select Committee on Additional Accommodations for the Library of Congress by John L. Smithmeyer in the Italian renaissance style of architecture, with such modifications as may be found necessary or advantageous without materially increasing the cost of the building."

On October 1, 1886, the commission created thereunder employed the claimant, John L. Smithmeyer, architect for the construction of the new Congressional Library building, and fixed his compensation at $5,000 per annum, and on the 13th day of November, 1886, also employed the claimant, Paul J. Pelz, principal draftsman, and fixed his compensation at $3,000 per annum. These employments were in writing, signed by the commission, addressed, respectively, and delivered to the said Smithmeyer and Pelz.

Immediately upon the employment of these claimants they entered upon the performance of their respective duties, Smithmeyer as architect and Pelz as principal draftsman, and continued to perform their respective duties in carrying out the plan theretofore accepted and adopted by the said act of Congress of April 15, 1886, in manner and form as therein contemplated, until removed from their employments, as set forth in the succeeding findings.

VII. The sundry civil act approved October 2, 1888 (25 Stats. L., 505–523), abolished the said commission created under the said act of Congress approved April 15, 1886, and it was provided therein that all appropriations theretofore and thereafter made for the construction of said Library building should be expended under the direction and supervision of the Chief of Engineers of the Army, who should have the control and management of all of the said work and the employment of all persons connected therewith.

Said sundry civil appropriation act "rescinded * * * all contracts for work or materials not necessary for the execution of the work contemplated herein." It also authorized the Secretary of the Interior to "adjust, determine, and pay out of money appropriated therefor * * * all loss or damage occasioned" by said rescindment, "or arising under said contracts." It also specially authorized the said Secretary of the Interior to "adjust, determine, and pay out of the sum heretofore appropriated or hereby appropriated the value of a plan for a library building submitted to the Joint Select Committee on Additional Accomodations for the Library of Congress by John L. Smithmeyer in the Italian renaissance style of architecture."

Immediately upon the passage of said act of Congress approved October 2, 1888, Thomas L. Casey, then Chief of Engineers of the Army, who was not and never claimed to be an architect, assumed and entered upon the duties imposed upon him by said act, and the next day, October 3, 1888, he removed the claimant, John L. Smithmeyer, from the office of architect of said Library building, but continued to employ the claimant, Paul J. Pelz, as his principal draftsman until May 1, 1892, when he also dispensed with the services of said Pelz.

VIII. The plans submitted by the claimant, John L. Smithmeyer, and accepted by the Government as aforesaid, were adopted and followed throughout the whole construction of the Library building by the said Chief of Engineers, United States Army. These plans consisted of "preliminary sketch and general drawings" within the meaning of the schedule of prices adopted by the American Institute of Architects, which prices or fees were prescribed long before that time by the said institute, and were the rule of compensation in the District of Columbia for architects of good standing in their profession, as in other parts of the United States. Said plans were so completed and perfected that they were used by those who completed the structure begun by claimants.

For such preliminary studies and general drawings, including specifications, the rate of remuneration prescribed by the American Institute of Architects (of which both claimants are members), is 2½ per cent upon the cost of the work. An amount in excess of this percentage is fixed by said schedule for monumental buildings, etc. The Library of Congress is a monumental building within the meaning of this clause of said schedule.

At the time of the removal of said claimant, Smithmeyer, from his office as architect of said building, to wit, October 3, 1888, he had not completed the usual specifications for the whole building, and on account of said removal was unable to furnish said specifications. The reasonable value of the service of preparing the specifications for said building was $3,300.

IX. During the thirteen years in which claimants were engaged in the preparation of the various plans, which resulted in that adopted in 1886, and upon which the present Library building was constructed—that is, from 1873 to 1886, the claimants

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gave substantially their whole time and services to the various committees and commissions having charge of the subject of a library building, as is more particularly set forth in Finding IV, and they also furnished and paid the necessary draftsmen and clerks and maintained an office for this purpose.

The cost of draftsmen, clerks, materials, office rent, and incidental expenses incident to the business of an architect in good practice aggregates on an average about 50 per cent of the gross receipts of such office.

The cost of preparing plans and specifications in the Office of the Supervising Architect of the Treasury is about 2½ per cent of the cost of the building.

X. It is the custom where the Government of the United States employs private architects, in competition, to prepare plans and specifications and to superintend the construction of public buildings to recognize the schedule of fees as fixed by the American Institute of Architects as being reasonable and fair, and to base the architect's compensation thereon.

Since the passage of the act of February 20, 1893, the Treasury Department has adopted the policy of constructing public buildings according to plans and specifications prepared by private architects, and the compensation as fixed by Treasury regulations is based upon the schedule of fees of the American Institute of Architects. The regulation referring thereto is as follows:

"SEC. 18. The architect or architects to whom said commission shall be awarded will receive in compensation for full professional services, including local supervision of the building, a fee computed at the rate of 5 per cent of the cost of the work executed from his drawings and specifications and under his superintendence.

"SEC. 19. The architect's commission shall be paid, as the work progresses, in the following order:

"One-fifth of the fee when preliminary drawings are completed and approved in the manner herein provided; three-tenths of fee when general working drawings and specifications are completed and copies delivered to the Supervising Architect," making 2½ per cent for working drawings and specifications.

XI. Pursuant to the provisions of the act of June 8, 1880 (21 Stat. L., 165), the claimant, Smithmeyer, was appointed upon a commission to determine whether it was practical or beneficial to provide additional library space in the Capitol building or, preferable, to erect a separate building. For his personal services rendered under the employment, including $800 for expenses to Europe, as set forth in Finding V, the claimant, Smithmeyer, was paid the sum of $6,397.88.

No payment of any character whatsoever was ever made to the firm of Pelz & Smithmeyer for services rendered in and about the preparation of the plans for the Library of Congress other than the $1,500 premium, as set forth in Finding IV, except as hereinafter appears.

Both claimants, however, received their respective salaries from the date of their appointment to the date of their discharge.

The services rendered by claimants in and about the preparation of said plans ceased upon the passage of the act of April 15, 1886, whereby the said plans were adopted. From that time until their respective appointments, to wit, to October 1, and November 13, 1886, respectively, claimants had no official or professional relations of any kind with the Government of the United States.

No express contract or agreement was entered into between the claimants and any one of the various commissions or committees or other authorities of the United States looking to the compensation of the claimants for services in the preparation of said plans between the year 1873 and the 15th of April, 1886.

XII. On January 14, 1889, the claimants herein filed their petitions in this court and thereafter, on April 22, 1889, they filed their amended petition, wherein they claimed a commission of 2½ per cent on the cost of the construction of said library building "for preliminary studies, general drawings, and specifications," as prescribed by the schedule of charges of the American Institute of Architects. A judgment was rendered in their favor in said cause for $48,000 on the basis of quantum meruit, they having agreed to accept salaries of $5,000 and $3,000 per year, making in all $8,000, in lieu of the rates prescribed by the American Institute of Architects (25 C. Cls. R., 481) for architects during the construction of the building.

The judgment so rendered was appealed from to the Supreme Court of the United States and said judgment was affirmed, the court holding that the decision of the Court of Claims was proper and reasonable. (147 U. S. R., 342.)

The amount of judgment so rendered was paid to the claimants and accepted by them, so far as appears, without protest or objection. If the account were settled

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upon the basis of the schedule of prices fixed by the American Institute of Architects, it would stand as follows:

| | | |
|---|---|---|
| 2½ per cent commission on $6,394,585.34, the total cost of the building | | $159,864.63 |
| Less the cost of preparing specifications | $3,000.00 | |
| Less amount of judgment paid as above stated | 48,000.00 | |
| | | 51,300.00 |
| Leaving a balance of | | 108,564.63 |

BY THE COURT.

Filed June 8, 1906.
A true copy.
Test this 26th day of June, A. D. 1906.
[SEAL.]

ARCHIBALD HOPKINS,
*Chief Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 521.

# PURE-FOOD BILL.

Mr. HEYBURN presented the following

**CONFERENCE REPORT ON SENATE BILL NO. 88, ENTITLED "AN ACT FOR PREVENTING THE MANUFACTURE, SALE, OR TRANSPORTATION OF ADULTERATED OR MISBRANDED OR POISONOUS OR DELETERIOUS FOODS, DRUGS, MEDICINES, AND LIQUORS, AND FOR REGULATING TRAFFIC THEREIN, AND FOR OTHER PURPOSES."**

JUNE 27, 1906.—Ordered to be printed.

[Omit the part in black brackets.]

The committee of conference on the disagreeing votes of the two Houses on the amendments of the House to the bill (S. 88) entitled "An Act for preventing the manufacture, sale, or transportation of adulterated or misbranded or poisonous or deleterious foods, drugs, medicines, and liquors, and for regulating traffic therein, and for other purposes," having met, after full and free conference have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its disagreement to the amendment of the House and agree to the same with an amendment.

Strike out all of said amendment and insert in lieu thereof the following:

THAT IT SHALL BE UNLAWFUL FOR ANY PERSON TO MANUFACTURE, SELL, OR OFFER FOR SALE WITHIN ANY TERRITORY OR THE DISTRICT OF COLUMBIA, OR DELIVER FOR SHIPMENT OR TO CAUSE TO BE DELIVERED, SHIPPED, OR TRANSPORTED FROM WITHIN ANY STATE, TERRITORY, OR DISTRICT OF COLUMBIA TO ANY STATE, TERRITORY, OR DISTRICT OF COLUMBIA OR FOREIGN COUNTRY ANY ARTICLE OF FOOD, DRUGS, MEDICINES, OR LIQUORS WHICH IS ADULTERATED OR MISBRANDED, OR WHICH CONTAINS ANY POISONOUS OR DELETERIOUS SUBSTANCE WITHIN THE MEANING OF THIS ACT; AND ANY PERSON WHO SHALL VIOLATE ANY OF THE PROVISIONS OF THIS SECTION SHALL BE GUILTY OF A MISDEMEANOR, AND FOR EACH OFFENSE SHALL, UPON CONVICTION THEREOF, BE FINED NOT TO EXCEED FIVE HUNDRED DOLLARS OR SHALL BE SENTENCED TO ONE YEAR'S IMPRISONMENT, OR BOTH SUCH FINE AND IMPRISONMENT, IN THE DISCRETION OF THE COURT, AND FOR EACH SUBSEQUENT OFFENSE AND CONVICTION THEREOF SHALL BE FINED NOT LESS THAN ONE THOUSAND DOLLARS OR SENTENCED TO ONE YEAR'S IMPRISONMENT, OR BOTH SUCH FINE AND IMPRISONMENT, IN THE DISCRETION OF THE COURT.

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*SEC. 2. That the introduction into any State or Territory or the District of Columbia from any other State or Territory or the District of Columbia, or from any foreign country, or shipment to any foreign country of any article of food or drugs which is adulterated or misbranded, within the meaning of this Act, is hereby prohibited; and any person who shall ship or deliver for shipment from any State or Territory or the District of Columbia to any other State or Territory or the District of Columbia, or to a foreign country, or who shall receive [for commercial purposes] in any State or Territory or the District of Columbia from any other State or Territory or the District of Columbia, or foreign country, [or who,] AND having SO received, shall deliver, in original unbroken packages, for pay or otherwise, or offer to deliver to any other person, any such article so adulterated or misbranded within the meaning of this Act, or any person who shall sell or offer for sale in the District of Columbia or the Territories of the United States any such adulterated or misbranded foods or drugs, or export or offer to export the same to any foreign country, shall be guilty of a misdemeanor, and for such offense be fined not exceeding two hundred dollars for the first offense, and upon conviction for each subsequent offense not exceeding three hundred dollars or be imprisoned not exceeding one year, or both, in the discretion of the court: [Provided, however, That no person shall be liable to the penalty of imprisonment as provided herein unless he knowingly committed the offense charged:] Provided, [further,] That no article shall be deemed misbranded or adulterated within the provisions of this Act when intended for export to any foreign country and prepared or packed according to the specifications or directions of the foreign purchaser when no substance is used in the preparation or packing thereof in conflict with the laws of the foreign country to which said article is intended to be shipped; but if said article shall be in fact sold or offered for sale for domestic use or consumption, then this proviso shall not exempt said article from the operation of any of the other provisions of this Act.*

*SEC. [2] 3. That the Secretary of the Treasury, the Secretary of Agriculture, and the Secretary of Commerce and Labor shall make uniform rules and regulations for carrying out the provisions of this Act, including the collection and examination of specimens of foods and drugs manufactured or offered for sale in the District of Columbia, or in any Territory of the United States, or which shall be offered for sale in unbroken packages in any State other than that in which they shall have been respectively manufactured or produced, or which shall be received from any foreign country, or intended for shipment to any foreign country, or which may be submitted for examination by the chief health, food, or drug officer of any State, Territory, or the District of Columbia, or at any domestic or foreign port through which such product is offered for interstate commerce, or for export or import between the United States and any foreign port or country.*

*SEC. [3] 4. That the examinations of specimens of foods and drugs shall be made in the Bureau of Chemistry of the Department of Agriculture, or under the direction and supervision of such Bureau, for the purpose of determining from such examinations whether such articles are adulterated or misbranded within the meaning of this Act; and if it shall appear from any such examination that any of such specimens is adulterated or misbranded within the meaning of this Act, the Sec-*

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*retary of Agriculture shall cause notice thereof to be given to the party from whom such sample was obtained. Any party so notified shall be given an opportunity to be heard, under such rules and regulations as may be prescribed as aforesaid, and if it appears that any of the provisions of this Act have been violated by such party, then the Secretary of Agriculture shall at once certify the facts to the proper United States district attorney, with a copy of the results of the analysis or the examination of such article, duly authenticated by the analyst or officer making such examination, under the oath of such officer. After judgment of the court notice shall be given by publication in such manner as may be prescribed by the rules and regulations aforesaid.*

*SEC. [4] 5. That it shall be the duty of each district attorney to whom the Secretary of Agriculture shall report any violation of this Act, or to whom any health or food or drug officer or agent of any State, Territory, or the District of Columbia, shall present satisfactory evidence of any such violation, to cause appropriate proceedings to be commenced and prosecuted in the proper courts of the United States, without delay, for the enforcement of the penalties as in such case herein provided.*

*SEC [5] 6. That the term "drug," as used in this Act, shall include all medicines and preparations recognized in the United States Pharmacopœia or National Formulary for internal or external use, and any substance or mixture of substances intended to be used for the cure, mitigation, or prevention of disease of either man or other animals. The term "food," as used herein, shall include all articles used for food, drink, confectionery, or condiment by man or other animals, whether simple, mixed, or compound.*

*SEC. [6.] 7. That for the purposes of this Act an article shall be deemed to be adulterated:*

*In case of drugs:*

FIRST. IF, WHEN A DRUG IS SOLD UNDER OR BY A NAME RECOGNIZED IN THE UNITED STATES PHARMACOPŒIA OR NATIONAL FORMULARY, IT DIFFERS FROM THE STANDARD OF STRENGTH, QUALITY, OR PURITY, AS DETERMINED BY THE TEST LAID DOWN IN THE UNITED STATES PHARMACOPŒIA OR NATIONAL FORMULARY OFFICIAL AT THE TIME OF INVESTIGATION: *PROVIDED*, THAT NO DRUG DEFINED IN THE UNITED STATES PHARMACOPŒIA OR NATIONAL FORMULARY SHALL BE DEEMED TO BE ADULTERATED UNDER THIS PROVISION IF THE STANDARD OF STRENGTH, QUALITY, OR PURITY BE PLAINLY STATED UPON THE BOTTLE, BOX, OR OTHER CONTAINER THEREOF ALTHOUGH THE STANDARD MAY DIFFER FROM THAT DETERMINED BY THE TEST LAID DOWN IN THE UNITED STATES PHARMACOPŒIA OR NATIONAL FORMULARY.

SECOND. IF ITS STRENGTH OR PURITY FALL BELOW THE PROFESSED STANDARD OR QUALITY UNDER WHICH IT IS SOLD.

*In the case of confectionery:*

*If it contain terra alba, barytes, talc, chrome yellow, or other mineral substance or poisonous color or flavor, or other ingredient deleterious or detrimental to health, or any vinous, malt or spirituous liquor or compound or narcotic drug.*

*In the case of food:*

*First. If any substance has been mixed and packed with it so as to reduce or lower or injuriously affect its quality or strength.*

*Second. If any substance has been substituted wholly or in part for the article.*

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*Third. If any valuable constituent of the article has been wholly or in part abstracted.*

*Fourth. If it be mixed, colored, powdered, coated, or stained in a manner whereby damage or inferiority is concealed.*

*Fifth. If it contain any added poisonous or other added deleterious ingredient which may render such article injurious to health: Provided, That when in the preparation of food products for shipment they are preserved by any external application applied in such manner that the preservative is necessarily removed mechanically, or by maceration in water, or otherwise,* AND DIRECTIONS FOR THE REMOVAL OF SAID PRESERVATIVE SHALL BE PRINTED ON THE COVERING OR THE PACKAGE, *the provisions of this Act shall be construed as applying only when said products are ready for consumption.*

*Sixth. If it consists in whole or in part of a filthy, decomposed, or putrid animal or vegetable substance, or any portion of an animal unfit for food, whether manufactured or not, or if it is the product of a diseased animal, or one that has died otherwise than by slaughter.*

SEC. [7] 8. *That the term "misbranded," as used herein, shall apply to all drugs, or articles of food, or articles which enter into the composition of food, the package or label of* WHICH SHALL BEAR ANY STATEMENT, DESIGN, OR DEVICE REGARDING SUCH ARTICLE, OR THE INGREDIENTS OR SUBSTANCES CONTAINED THEREIN WHICH SHALL BE *false or misleading in any particular, and to any food or drug product which is falsely branded as to the State, Territory, or country in which it is manufactured or produced.*

*That for the purposes of this Act an article shall also be deemed to be misbranded:*

*In case of drugs:*

*First. If it be an imitation of or offered for sale under the name of another article.*

*Second. If the contents of the package as originally put up shall have been removed, in whole or in part, and other contents shall have been placed in such package, or if the package fail to bear a statement on the label of the quantity or proportion of any alcohol, morphine, opium, cocaine, heroin, alpha or beta eucaine, chloroform, cannabis indica, chloral hydrate, or acetanilide, or any derivative or preparation of any such substances contained therein[: Provided, however, That it may be proven as a complete defense to any accusation or prosecution for failure to state the quantity or proportion of alcohol as above required, that the quantity or proportion of alcohol contained in any package does not exceed the quantity or proportion prescribed by the United States Pharmacopœia or the National Formulary as a solvent or preservative of the active necessary constituents of the medicine or preparation in such package]*.

*In the case of food:*

*First. If it be an imitation of or offered for sale under the distinctive name of another article.*

*Second. If it be labeled or branded so as to deceive or mislead the purchaser, or purport to be a foreign product when not so, or, if the contents of the package as originally put up shall have been removed in whole or in part and other contents shall have been placed in such package, or, if it fail to bear a statement on the label of the quantity or proportion of any morphine, opium, cocaine, heroin, alpha or beta eucane,*

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*chloroform, cannabis indica, chloral hydrate, or acetanilide, or any derivative or preparation of any of such substances contained therein.*

*Third. If in package form, and the contents are stated in terms of weight or measure, they are not plainly and correctly stated on the outside of the package.*

*Fourth. If the package containing it or its label shall bear any statement, design, or device regarding the ingredients or the substances contained therein, which statement, design, or device shall be false or misleading in any particular: Provided, That an article of food which does not contain any added poisonous or deleterious ingredients shall not be deemed to be adulterated or misbranded in the following cases:*

*First. In the case of mixtures or compounds which may be now or from time to time hereafter known as articles of food, under their own distinctive names, and not an imitation of or offered for sale under the distinctive name of another article, if the name be accompanied on the same label or brand with a statement of the place where said article has been manufactured or produced.*

*Second. In the case of articles labeled, branded, or tagged so as to plainly indicate that they are compounds, imitations, or blends,* AND THE WORD "COMPOUND," "IMITATION," OR "BLEND," AS THE CASE MAY BE, IS PLAINLY STATED ON THE PACKAGE IN WHICH IT IS OFFERED FOR SALE: *Provided, That the term blend as used herein shall be construed to mean a mixture of like substances, not excluding harmless coloring or flavoring ingredients* USED FOR THE PURPOSE OF COLORING AND FLAVORING ONLY: *And provided further, That nothing in this Act shall be construed as requiring or compelling proprietors or manufacturers of proprietary foods which contain no unwholesome added ingredient to disclose their trade formulas, except in so far as the provisions of this Act may require to secure freedom from adulteration or misbranding.*

SEC. 9. THAT NO DEALER SHALL BE PROSECUTED UNDER THE PROVISIONS OF THIS ACT WHEN HE CAN ESTABLISH A GUARANTY SIGNED BY THE WHOLESALER, JOBBER, MANUFACTURER, OR OTHER PARTY RESIDING IN THE UNITED STATES, FROM WHOM HE PURCHASED SUCH ARTICLES, TO THE EFFECT THAT THE SAME IS NOT ADULTERATED OR MISBRANDED WITHIN THE MEANING OF THIS ACT, DESIGNATING IT. SAID GUARANTY, TO AFFORD PROTECTION, SHALL CONTAIN THE NAME AND ADDRESS OF THE PARTY OR PARTIES MAKING THE SALE OF SUCH ARTICLES TO SUCH DEALER, AND IN SUCH CASE SAID PARTY OR PARTIES SHALL BE AMENABLE TO THE PROSECUTIONS, FINES, AND OTHER PENALTIES WHICH WOULD ATTACH, IN DUE COURSE, TO THE DEALER UNDER THE PROVISIONS OF THIS ACT.

SEC. 10. THAT ANY ARTICLE OF FOOD, DRUG, OR LIQUOR THAT IS ADULTERATED OR MISBRANDED WITHIN THE MEANING OF THIS ACT, AND IS BEING TRANSPORTED FROM ONE STATE, TERRITORY, DISTRICT, OR INSULAR POSSESSION TO ANOTHER FOR SALE, OR, HAVING BEEN TRANSPORTED, REMAINS UNLOADED, UNSOLD, OR IN ORIGINAL UNBROKEN PACKAGES, OR IF IT BE SOLD OR OFFERED FOR SALE IN THE DISTRICT OF COLUMBIA OR THE TERRITORIES, OR INSULAR POSSESSIONS OF THE UNITED STATES, OR IF IT BE IMPORTED FROM A FOREIGN COUNTRY FOR SALE, OR IF IT IS INTENDED FOR EXPORT TO A FOREIGN COUNTRY, SHALL BE LIABLE TO BE PROCEEDED AGAINST IN ANY DISTRICT COURT OF THE UNITED STATES

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WITHIN THE DISTRICT WHERE THE SAME IS FOUND, AND SEIZED FOR CONFISCATION BY A PROCESS OF LIBEL FOR CONDEMNATION. AND IF SUCH ARTICLE IS CONDEMNED AS BEING ADULTERATED OR MISBRANDED, OR OF A POISONOUS OR DELETERIOUS CHARACTER, WITHIN THE MEANING OF THIS ACT, THE SAME SHALL BE DISPOSED OF BY DESTRUCTION OR SALE, AS THE SAID COURT MAY DIRECT, AND THE PROCEEDS THEREOF, IF SOLD, LESS THE LEGAL COSTS AND CHARGES, SHALL BE PAID INTO THE TREASURY OF THE UNITED STATES, BUT SUCH GOODS SHALL NOT BE SOLD IN ANY JURISDICTION CONTRARY TO THE PROVISIONS OF THIS ACT OR THE LAWS OF THAT JURISDICTION: *PROVIDED, HOWEVER,* THAT UPON THE PAYMENT OF THE COSTS OF SUCH LIBEL PROCEEDINGS AND THE EXECUTION AND DELIVERY OF A GOOD AND SUFFICIENT BOND TO THE EFFECT THAT SUCH ARTICLES SHALL NOT BE SOLD OR OTHERWISE DISPOSED OF CONTRARY TO THE PROVISIONS OF THIS ACT, OR THE LAWS OF ANY STATE, TERRITORY, DISTRICT, OR INSULAR POSSESSION, THE COURT MAY BY ORDER DIRECT THAT SUCH ARTICLES BE DELIVERED TO THE OWNER THEREOF. THE PROCEEDINGS OF SUCH LIBEL CASES SHALL CONFORM, AS NEAR AS MAY BE, TO THE PROCEEDINGS IN ADMIRALTY, EXCEPT THAT EITHER PARTY MAY DEMAND TRIAL BY JURY OF ANY ISSUE OF FACT JOINED IN ANY SUCH CASE, AND ALL SUCH PROCEEDINGS SHALL BE AT THE SUIT OF AND IN THE NAME OF THE UNITED STATES.

*SEC.* [*14*] 11. *The Secretary of the Treasury shall deliver to the Secretary of Agriculture, upon his request from time to time, samples of foods and drugs which are being imported into the United States or offered for import, giving notice thereof to the owner or consignee, who may appear before the Secretary of Agriculture, and have the right to introduce testimony, and if it appear from the examination of such samples that any article of food or drug offered to be imported into the United States is adulterated or misbranded within the meaning of this Act, or is otherwise dangerous to the health of the people of the United States, or is of a kind forbidden entry into, or forbidden to be sold or restricted in sale in the country in which it is made or from which it is exported, or is otherwise falsely labeled in any respect, the said article shall be refused admission, and the Secretary of the Treasury shall refuse delivery to the consignee and shall cause the destruction of any goods refused delivery which shall not be exported by the consignee within three months from the date of notice of such refusal under such regulations as the Secretary of the Treasury may prescribe: Provided, That the Secretary of the Treasury may deliver to the consignee such goods pending examination and decision in the matter on execution of a penal bond for the amount of the full invoice value of such goods, together with the duty thereon, and on refusal to return such goods for any cause to the custody of the Secretary of the Treasury, when demanded, for the purpose of excluding them from the country, or for any other purpose, said consignee shall forfeit the full amount of the bond: And provided further, That all charges for storage, cartage and labor on goods which are refused admission or delivery shall be paid by the owner or consignee, and in default of such payment shall constitute a lien against any future importation made by such owner or consignee.*

*SEC.* [*15*] 12. *That the term "territory" as used in this Act shall include the insular possessions of the United States. The word "person" as used in this Act shall be construed to import both the plural and the singular, as the case demands, and shall include corporations,*

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*companies, societies and associations. When construing and enforcing the provisions of this Act, the act, omission or failure of any officer, agent, or other person acting for or employed by any corporation, company, society or association, within the scope of his employment or office, shall in every case be also deemed to be the act, omission or failure of such corporation, company, society or association as well as that of the person.*

SEC. 13. THAT THIS ACT SHALL BE IN FORCE AND EFFECT FROM AND AFTER THE FIRST DAY OF JANUARY, NINETEEN HUNDRED AND SEVEN.

That the House recede from its amendment to the title and agree to the title as passed in the Senate.

Managers on the part of the House:

W. P. HEPBURN.
JAMES R. MANN.
W. H. RYAN.

Managers on the part of the Senate:

W. B. HEYBURN.
P. J. MCCUMBER.
A. C. LATIMER.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 522.

# SUBJECTS UNDER INVESTIGATION, ETC., BY INTERSTATE COMMERCE COMMISSION.

**LETTER FROM THE CHAIRMAN OF THE INTERSTATE COMMERCE COMMISSION STATING, IN RESPONSE TO SENATE RESOLUTION NO. 128, THAT A DETAILED REPORT OF FINDINGS OF FACT AND ITS CONCLUSIONS THEREON IN REGARD TO THE SUBJECTS NOW UNDER INVESTIGATION OR ALREADY INVESTIGATED UNDER JOINT RESOLUTION NO. 32, ETC., FOR REASONS SET FORTH, CAN NOT NOW BE MADE, BUT WILL BE PREPARED AND SUBMITTED WITHOUT ANY UNNECESSARY DELAY.**

JUNE 28, 1906.—Referred to the Committee on Interstate Commerce and ordered to be printed.

INTERSTATE COMMERCE COMMISSION,
*Washington, June 26, 1906.*

The PRESIDENT OF THE SENATE:

The Senate of the United States adopted, on May 2, 1906, the following resolution:

*Resolved*, That the Interstate Commerce Commission be directed to send to the Senate, as soon as practicable, all findings of fact and its conclusions thereon in regard to the subjects now under investigation or already investigated by it under joint resolution numbered thirty-two, approved March seventh, nineteen hundred and six, as amended March twenty-first, nineteen hundred and six.

Joint resolution No. 32, approved March 7, 1906, and amended March 21, 1906, directs the Commission to make extended investigation (1) in relation to the ownership or control of or interest in coal and oil and coal and oil lands by railroad common carriers engaged in interstate commerce, and by officers of such common carriers charged with the duty of distributing cars or furnishing facilities to shippers; (2) in relation to any contract, combination, or conspiracy in restraint of interstate trade or commerce in which any common carrier engaged in coal or oil transportation is interested; (3) in relation to the participation or engagement by any such common carrier in any monopoly of or any combination or conspiracy to monopolize any part of the interstate trade or commerce in coal or oil; (4) in relation to any limitation or control, direct or indirect, on the part of any such common carrier of the output of coal or oil fields or the prices of coal or oil; (5) in relation to the system of car supply and distribution in effect upon the lines of carriers engaged in interstate coal and oil transportation and any existing discrimination between shippers resulting therefrom in

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the distribution of cars or the furnishing generally of instrumentalities and facilities for the shipment, carriage, and delivery of coal and oil as interstate freight.

The joint resolution further directs the Commission to report the results of its inquiries to Congress, or to the President when Congress is not in session, from time to time as the investigation proceeds, and to include in such report not only the facts and conditions discovered, but their effect upon shippers and the public generally, and what remedy the Commission can suggest to cure such evils as may be found to exist.

Upon the taking effect of the joint resolution the Commission forthwith instituted the investigation by order entered on March 8. The first hearing was held in Philadelphia April 10, and since that date the Commission has been almost continuously engaged in the hearing of matters involved in the inquiry. With all this diligence the subjects necessary to investigate, as disclosed by the preliminary work of agents and attorneys, or as indicated from time to time in the testimony presented, have been so numerous and of such exceeding importance as to justify the full use of the time so employed. These subjects, moreover, have as yet been confined to the eastern bituminous coal situation and to a comparatively small portion of the inquiry as it relates to oil, and neither of these branches of the investigation has been completed.

The record thus far made covers about 9,000 pages of testimony and a great bulk of documentary evidence as exhibits, together with a large quantity of detail matter obtained through requests for information of a general character directed to the interested roads. It is impossible to prepare any comprehensive or satisfactory report detailing the important facts and conditions brought to light by the Commission during the few days which will doubtless complete the present session of the Congress, much less to include in such report our conclusions thereon or to suggest remedies for the evils shown to exist.

Under the circumstances above stated, a detailed report of the investigation up to this time can not now be made, but such report will be prepared and submitted without any unnecessary delay.

Very respectfully,

MARTIN A. KNAPP,
*Chairman.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 523.

# REIMBURSEMENT OF LIFE-SAVING SERVICE FOR SUPPLIES DESTROYED AT SAN FRANCISCO, CAL.

## LETTER

FROM

## THE SECRETARY OF THE TREASURY,

TRANSMITTING

**A COPY OF A COMMUNICATION FROM THE GENERAL SUPERINTENDENT OF THE LIFE-SAVING SERVICE SUBMITTING AN ITEM OF APPROPRIATION FOR INCLUSION IN THE GENERAL DEFICIENCY BILL FOR REIMBURSEMENT OF THE LIFE-SAVING SERVICE FOR STORES AND SUPPLIES DESTROYED BY FIRE ON OR ABOUT APRIL 18, 1906, AT SAN FRANCISCO, CAL., REQUIRED FOR THE FISCAL YEAR 1906, AND TO REMAIN AVAILABLE DURING THE FISCAL YEAR 1907, TO THE AMOUNT OF $3,500.**

JUNE 28, 1906.—Referred to the Committee on Appropriations and ordered to be printed.

TREASURY DEPARTMENT,
OFFICE OF THE SECRETARY,
*Washington, June 28, 1906.*

SIR: I have the honor to transmit herewith, for the favorable consideration of Congress, copy of a communication from the General Superintendent of Life-Saving Service, of the 27th instant, submitting an item of appropriation for inclusion in the general deficiency bill for reimbursement of the Life-Saving Service for stores and supplies destroyed by fire on or about April 18, 1906, at San Francisco, Cal., required for the fiscal year 1906, and to remain available during the fiscal year 1907, $3,500.

Respectfully,

L. M. SHAW,
*Secretary.*

The PRESIDENT OF THE SENATE.

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TREASURY DEPARTMENT,
OFFICE GENERAL SUPERINTENDENT OF
LIFE-SAVING SERVICE,
*Washington, June 27, 1906.*

SIR: I have the honor to request that you will recommend the inclusion by Senate amendment in the general deficiency bill of the following item of appropriation:

For reimbursement of Life-Saving Service, nineteen hundred and six: To reimburse the United States Life-Saving Service for ship chandlery, hardware, tools, and articles of miscellaneous supplies belonging to the Service destroyed by fire on or about April eighteenth, nineteen hundred and six, at San Francisco, said articles being at the time in the storehouse of the Service in said city, required for the fiscal year nineteen hundred and six, and to remain available during the fiscal year nineteen hundred and seven, three thousand five hundred dollars.

The amount named in the proposed item is based upon an estimate submitted by the superintendent of the thirteenth life-saving district, San Francisco, Cal., of the value of the property belonging to the Life-Saving Service in the storehouse of the Service, destroyed by earthquake and fire on April 18, 1906, and the days immediately following. This property was needed for the use of the current fiscal year and will have to be replaced.

The estimates of appropriations for the Life-Saving Service for the fiscal year ending June 30, 1907, were very closely calculated and were submitted in the lowest possible amounts consistent with efficient service. The loss resulting from the earthquake at San Francisco could not, of course, be taken into consideration in preparing the estimates, and it is believed that the above amount will be needed to meet the demands of the Service.

Respectfully,

S. I. KIMBALL,
*General Superintendent.*

The SECRETARY OF THE TREASURY.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 524.

# ANNUAL REPORT OF THE PHILIPPINE COMMISSION.

## MESSAGE

FROM THE

# PRESIDENT OF THE UNITED STATES,

TRANSMITTING

**THE ANNUAL REPORT OF THE PHILIPPINE COMMISSION, WITH ACCOMPANYING LETTER OF THE SECRETARY OF WAR.**

JUNE 28, 1906.—Read; referred to the Committee on Pacific Islands and Porto Rico and ordered to be printed.

*To the Senate and House of Representatives:*

I transmit herewith the annual report of the Philippine Commission for the year 1905. The recommendations set forth in the accompanying letter of the Secretary of War have my cordial approval.

THEODORE ROOSEVELT.

THE WHITE HOUSE, *June 28, 1906.*

WAR DEPARTMENT,
*Washington, June 25, 1906.*

The PRESIDENT:

I beg to transmit herewith the annual report of the Philippine Commission for the year 1905. This report was submitted to the War Department early in the year, was printed, and was sent in its printed form to the Philippines Committee of the Senate and the Committee on Insular Affairs of the House, to assist them in their deliberation upon proposed legislation for the Philippine Islands, but it has never been formally submitted to Congress, and I transmit it to you now for that purpose.

The Commission, in their report, made a number of recommendations.

One was that sections 1 and 2 of the act of Congress approved April 15, 1904, entitled "An act to regulate shipping in trade between ports of the United States and ports or places in the Philippine Archipelago, between ports or places in the Philippine Archipelago, and for other

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purposes," be repealed, or at least that the operations of the said sections be suspended until July 1, 1909. An act of Congress has been passed at this session in accordance with this recommendation.

Another recommendation was that the Philippine coinage act be amended in such a way that the Commission might reduce the fineness of silver in the Philippine peso so that with the present rise in the value of silver the motive for melting up the coin because its intrinsic value is greater than its legal value, would be taken away. There was another recommendation, that the Commission be authorized in maintaining a deposit of coin to redeem the silver certificates which they had authority to use, to substitute for the Philippine silver pesos deposited gold coin of the United States of equivalent value. Both these recommendations in respect to the coinage and money of the Philippine Islands have been adopted by Congress into law.

Other recommendations by the Commission for the amendment of the mining laws for the establishment of an agricultural bank, the income of which was to be guaranteed by the government of the Philippine Islands, have been embodied in bills introduced into one or the other of the two Houses, but the bills have not yet been considered and passed.

The chief recommendation of the Commission was for the passage of a bill reducing the tariff on the products of the Philippine Islands coming into the United States to 25 per cent until April, 1909, and then for free trade between the Philippines and the United States in the products of the respective countries. Such a bill was introduced in the House and passed that body by a vote of 250 to 71. It is still pending in the Senate and doubtless will not be brought to a vote at this session. The conditions of business and agriculture in the islands are not prosperous, and they greatly need the stimulus of such an act. The bill, if it passes, will not, in my judgment, effect any great and immediate increase in the products of agriculture in the archipelago. The conditions that prevail there are such as to prevent this, but any improvement is much to be desired, and the evidence that the passage of such a bill will give to the people of the Philippine Islands that the United States intends to carry out a policy of benevolence and generosity and kindly assistance to them, so often declared, will have the utmost benefit in strengthening the government now existing and in enabling it to widen its usefulness. I sincerely hope the next session of Congress will result in the passage of the bill.

Very respectfully,

WM. H. TAFT, *Secretary of War*

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59TH CONGRESS, 1st Session. } SENATE. { DOCUMENT No. 525.

# RATE BILL.

Mr. TILLMAN presented the following

**CONFERENCE REPORT ON H. R. 12987, "TO AMEND AN ACT ENTITLED 'AN ACT TO REGULATE COMMERCE,' APPROVED FEBRUARY FOURTH, EIGHTEEN HUNDRED AND EIGHTY-SEVEN, AND ALL ACTS AMENDATORY THEREOF, AND TO ENLARGE THE POWERS OF THE INTERSTATE COMMERCE COMMISSION."**

JUNE 28, 1906.—Ordered to be printed.

The committee of conference on the disagreeing votes of the two Houses on the amendments of the Senate to the bill (H. R. 12987) to amend an act entitled "An act to regulate commerce," approved February 4, 1887, and all acts amendatory thereof, and to enlarge the powers of the Interstate Commerce Commission, having met, after full and free conference have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its amendments numbered 7, 39, 45, 48, 49, 50, and 51.

That the House recede from its disagreement to the amendments of the Senate numbered 1, 2, 3, 8, 9, 10, 12, 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, and 46; and agree to the same.

Amendment numbered 4:

That the House recede from its disagreement to the amendment of the Senate numbered 4, and agree to the same with an amendment as follows: Strike out all of said amendment and insert: *No common carrier subject to the provisions of this Act shall, after January first, nineteen hundred and seven, directly or indirectly, issue or give any interstate free ticket, free pass, or free transportation for passengers, except to its employees and their families, its officers, agents, surgeons, physicians, and attorneys at law; to ministers of religion, traveling secretaries of railroad Young Mens' Christian Associations, inmates of hospitals and charitable and eleemosynary institutions, and persons exclusively engaged in charitable and eleemosynary work; to indigent, destitute, and homeless persons, and to such persons when transported by charitable societies or hospitals, and the necessary agents employed in such transportation; to inmates of the National Homes or State Homes for Disabled Volunteer Soldiers, and of Soldiers' and*

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*Sailors' Homes, including those about to enter and those returning home after discharge, and boards of managers of such Homes; to necessary care takers of live stock, poultry, and fruit; to employees on sleeping cars, express cars, and to linemen of telegraph and telephone companies; to railway mail service employees, post-office inspectors, customs inspectors, and immigration inspectors; to newsboys on trains, baggage agents, witnesses attending any legal investigation in which the common carrier is interested, persons injured in wrecks and physicians and nurses attending such persons: Provided, That this provision shall not be construed to prohibit the interchange of passes for the officers, agents, and employees of common carriers and their families; nor to prohibit any common carrier from carrying passengers free with the object of providing relief in cases of general epidemic, pestilence, or other calamitous visitation. Any common carrier violating this provision shall be deemed guilty of a misdemeanor, and for each offense, on conviction, shall pay to the United States a penalty of not less than one hundred dollars nor more than two thousand dollars, and any person, other than the persons excepted in this provision, who uses any such interstate free ticket, free pass, or free transportation shall be subject to a like penalty. Jurisdiction of offenses under this provision shall be the same as that provided for offenses in an Act entitled "An Act to further regulate commerce with foreign nations and among the States," approved February nineteenth, nineteen hundred and three, and any amendment thereof*; and the Senate agree to the same.

Amendment numbered 5:

That the House recede from its disagreement to the amendment of the Senate numbered 5, and agree to the same with an amendment as follows:

In line 2 strike out "common carrier" and insert *railroad company.*

In line 3 strike out "district of the United States" and insert *the District of Columbia.*

In line 4 strike out "district of the United States" and insert *the District of Columbia.*

And the Senate agree to the same.

Amendment numbered 6:

That the House recede from its disagreement to the amendment of the Senate numbered 6, and agree to the same with an amendment as follows:

In line 2 strike out "shall promptly."

In line 2, after "of," insert *any lateral, branch line of railroad, or of.*

In line 3, after "transportation," insert *shall.*

In line 5, after "any," insert *such lateral, branch line of railroad, or.*

And the Senate agree to the same.

Amendment numbered 11:

That the House recede from its disagreement to the amendment of the Senate numbered 11, and agree to the same with an amendment as follows:

In line 6, after "established.", insert *If no joint rate over the through route has been established, the several carriers in such through route shall file, print, and keep open to public inspection, as aforesaid, the separately established rates, fares, and charges applied to the through transportation*; and the Senate agree to the same.

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Amendment numbered 14:

That the House recede from its disagreement to the amendment of the Senate numbered 14, and agree to the same with an amendment as follows:

In line 1 strike out "special"; and the Senate agree to the same.

Amendment numbered 18:

That the House recede from its disagreement to the amendment of the Senate numbered 18, and agree to the same with an amendment as follows:

In line 3 strike out "section one of"; and the Senate agree to the same.

Amendment numbered 27:

That the House recede from its disagreement to the amendment of the Senate numbered 27, and agree to the same with an amendment as follows:

In line 1 strike out "shall".

In line 2, after "Act,", insert *shall.*

In line 3 strike out "the first section of".

In line 6 strike out "section" and insert *Act.*

In line 17, after "tariffs", insert: *Provided, That wherever the word "carrier" occurs in this Act it shall be held to mean "common carrier".*

And the Senate agree to the same.

Amendment numbered 28:

That the House recede from its disagreement to the amendment of the Senate numbered 28, and agree to the same with an amendment as follows:

In line 2 strike out "representation" and insert *demand.*

In line 3 strike out "of the need therefor."

And the Senate agree to the same.

Amendment numbered 29:

That the House recede from its disagreement to the amendment of the Senate numbered 29, and agree to the same with an amendment as follows:

In lines 35 and 36 strike out "and willfully."

In line 77 strike out "district of the United States" and insert *the District of Columbia.*

In line 78 strike out "district of the United States" and insert *the District of Columbia.*

In line 79 strike out "and willfully."

In line 93 strike out "and willfully."

In lines 104, 105, 106, and 107 strike out *: Provided, That the foregoing penalties shall not apply to rebates or considerations received prior to the passage and approval of this act.*

And the Senate agree to the same.

Amendment numbered 37:

That the House recede from its disagreement to the amendment of the Senate numbered 37, and agree to the same with an amendment as follows:

In line 2 strike out "accrued claims" and insert *claims accrued prior to the passage of this Act*; and the Senate agree to the same.

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Amendment numbered 47:

That the House recede from its disagreement to the amendment of the Senate numbered 47, and agree to the same with an amendment as follows:

In line 4, after "the," insert *lawful*.

In line 18 strike out "through whose negligence" and insert *on whose line*.

In line 21, after "property," insert, *as may be evidenced by any receipt, judgment, or transcript thereof*.

And the Senate agree to the same.

S. B. ELKINS,
S. M. CULLOM,
*Managers on the part of the Senate.*
W. P. HEPBURN,
J. S. SHERMAN,
WILLIAM RICHARDSON,
*Managers on the part of the House.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 526.

# SUITS INSTITUTED BY THE DEPARTMENT OF JUSTICE UNDER THE SHERMAN ANTITRUST LAW.

## LETTER

FROM

# THE ATTORNEY-GENERAL,

SUBMITTING

**STATEMENT IN RESPONSE TO A SENATE RESOLUTION OF JUNE 25, REQUESTING A STATEMENT OF ALL SUITS INSTITUTED BY THE DEPARTMENT OF JUSTICE UNDER THE SHERMAN ANTITRUST LAW, AND THE DISPOSITION MADE OF SUCH SUITS, ETC.**

JUNE 29, 1906.—Referred to the Committee on the Judiciary and ordered to be printed.

OFFICE OF THE ATTORNEY-GENERAL,
*Washington, D. C., June 29, 1906.*

SIR: In response to the resolution of the Senate of the United States, dated June 25—

That the Attorney-General be directed to furnish the Senate with a statement of all suits instituted by the Department of Justice under the Sherman antitrust law and the interstate-commerce law and the disposition made of such suits, including all suits brought under the so-called "Elkins law," when brought, character, and final disposition thereof.

The Attorney-General is further directed to report to the Senate what portion of the special appropriation of $500,000 heretofore made to enforce said laws has been disbursed, and the manner of said disbursement.

I have the honor to submit the accompanying statement:

In stating the time when the various proceedings were brought, I have divided the periods by presidential administrations rather than by the administrations of the several Attorneys-General. The statement of the period of service of each Attorney-General is, however, given. The dates of the enactment of the several acts under which these proceedings were had appear, but it ought to be noted that neither the so-called "Sherman antitrust law" nor the "Elkins law" was enacted until after the close of the first Cleveland administration; and the act regulating interstate commerce was in effect less than two years of that administration. The Elkins law was enacted during the administration of President Roosevelt.

Very respectfully,

WILLIAM H. MOODY,
*Attorney-General.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

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## SUITS AND PROSECUTIONS INSTITUTED BY THE UNITED STATES UNDER THE SHERMAN ANTITRUST LAW OF JULY 2, 1890.

### PRESIDENT HARRISON'S ADMINISTRATION, MARCH 4, 1889, TO MARCH 4, 1893.

[WILLIAM H. MILLER, Attorney-General, March 5, 1889, to March 6, 1893.]

*United States* v. *Jellico Mountain Coal Company* (43 Fed. Rep., 898; 46 Fed. Rep., 432).

(Circuit Court, Middle District Tennessee; decided October 13, 1890; June 4, 1891.)

Bill filed September 25, 1890, against the members of the "Nashville Coal Exchange," composed of various coal mining companies operating mines in Kentucky and Tennessee, and of persons and firms dealing in coal in Nashville, formed for the purpose of fixing prices and regulating the output of coal.

A preliminary injunction was denied, but upon full hearing the court held the combination to be in violation of the antitrust law and enjoined the further carrying out of the agreement.

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*United States* v. *Greenhut et al.* (50 Fed. Rep., 469).

(District Court, Massachusetts; decided May 16, 1892.)

Indictment returned about May 1, 1892, against the officers of the Distilling and Cattle Feeding Company (Whisky Trust), an Illinois corporation. The indictment alleged that the defendants had purchased or leased 78 competing distilleries in the United States, producing 75 per cent of all the distilled spirits manufactured and sold, with the intent to monopolize the manufacture and sale of such spirits in Massachusetts and among the several States, increase the price, and prevent competition. The indictment was quashed because it failed to allege that defendants monopolized or conspired to monopolize trade and commerce among the several States or with foreign nations, the allegations being held insufficient to constitute an offense under the statute.

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*United States* v. *Nelson* (52 Fed. Rep., 646).

(District Court, Minnesota; decided October 10, 1892.)

Indictment returned in 1892 against a number of lumber dealers for conspiring together to raise the price of lumber in violation of the antitrust law. Demurrer to indictment sustained, the court holding that an agreement between a number of dealers and manufacturers to raise prices, unless they practically controlled the entire commodity, could not operate as a restraint of trade, within the meaning of the act.

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*United States* v. *Trans-Missouri Freight Association* (53 Fed. Rep., 440; 58 Fed. Rep., 58; 166 U. S., 290).

(Circuit Court, Kansas; decided November 28, 1892. Circuit Court of Appeals, Eighth Circuit; decided October 2, 1393. United States Supreme Court; argued December 8, 9, 1896, by Attorney-General Harmon; decided March 22, 1897.)

Bill filed January 6, 1892, to enjoin the operations of a combination of railroads engaged in interstate commerce, alleged to have been formed for the purpose of maintaining "just and reasonable rates," and preventing unjust discriminations.

The bill was dismissed by the Circuit Court, whose decree was affirmed by the Circuit Court of Appeals. The Supreme Court reversed the case, holding that the antitrust act applied to railroad carriers and embraced all contracts in restraint of trade and commerce among the several States and with foreign nations, and was not confined to those in which the restraint was unreasonable.

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*United States* v. *Workingmen's Amalgamated Council of New Orleans et al.* (54 Fed. Rep., 994; 57 Fed. Rep., 85).

(Circuit Court, Eastern District Louisiana; decided March 25, 1893. Circuit Court of Appeals, Fifth Circuit; decided June 13, 1893).

Bill filed November 10, 1892, to restrain defendants, a combination of workingmen, from interfering with interstate and foreign commerce, in violation of the antitrust law. The injunction was granted, and the law held to apply to combinations of laborers as well as capitalists. The Circuit Court of Appeals affirmed this decree.

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*United States* v. *Patterson et al.* (55 Fed. Rep., 605; 59 Fed. Rep., 280).

(Circuit Court, Massachusetts; decided February 28 and June 7, 1893.)

Cash register case. Indictment returned about January, 1893, against the members of a combination formed for the purpose of controlling the price of cash registers. A demurrer was sustained as to certain counts of the indictment and overruled as to others, and leave granted to file special demurrers to the counts which were sustained. The special demurrers were overruled and leave granted the defendants to answer. Letter of Attorney-General dated October 16, 1893, shows that the case was allowed to lapse because of the consolidation of the complaining witness with defendants, said witness being in possession of the evidence relied on.

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*United States* v. *E. C. Knight Company* (Sugar Trust) (60 Fed. Rep., 306; 60 Fed. Rep., 934; 156 U. S., 1).

(Circuit Court, Eastern District Pennsylvania; decided January 30, 1894 Circuit Court of Appeals, Third Circuit; decided March 26, 1894. United States Supreme Court; argued by Solicitor-General Lawrence Maxwell, jr., October 24, 1894, Mr. Attorney-General Olney on brief; decided January 21, 1895.)

Bill filed May 2, 1892, to enjoin the acquisition by the American Sugar Refining Company, a New Jersey corporation, of the stock of the E. C. Knight Company, the Franklin Sugar Company, the Spreckels Sugar Refining Company, and the Delaware Sugar House, Pennsylvania corporations. The Circuit Court dismissed the bill, and the decree of dismissal was affirmed by the Circuit Court of Appeals and the Supreme Court, the latter court holding that the antitrust act did not apply to combinations of manufacturers.

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PRESIDENT CLEVELAND'S SECOND ADMINISTRATION, MARCH 4, 1893, TO MARCH 4, 1897.

[RICHARD OLNEY, Attorney-General, March 6, 1893, to June 7, 1895; JUDSON HARMON, Attorney-General, June 8, 1895, to March 5, 1897.]

*United States* v. *Elliott* (62 Fed. Rep., 801; 64 Fed. Rep., 27).

(Circuit Court Eastern District Missouri; decided July 6 and October 24, 1894.)

Suit instituted about July 1, 1894, to restrain Elliott, Debs, and others, members of the American Railway Union, from carrying out their unlawful conspiracy to interfere with interstate commerce and to obstruct the carrying of the mails, in violation of the antitrust law. Preliminary injunction granted and a demurrer to the bill overruled.

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*United States* v. *Agler* (62 Fed. Rep., 824).

(Circuit Court, Indiana; decided July 12, 1894.)

Information filed July, 1894, charging contempt of court in disobeying an injunction restraining Agler and others from interfering with interstate commerce and obstructing the mails. This was one of the Debs cases. It was alleged that Agler

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was a member of the American Railway Union, the members of which were on a strike and had been enjoined under the antitrust law from interfering with the carrying of the mails and from obstructing interstate commerce. Information quashed for lack of certainty in describing defendant and his actions.

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*United States* v. *Debs et al.* (64 Fed. Rep., 724).

(Circuit Court, Northern District Illinois; decided December 14, 1894.)

Information filed July 17, 1894. Proceedings in contempt to punish Debs and others for disobeying an injunction restraining them from interfering with interstate commerce and with obstructing the mails, by means of a conspiracy, in violation of the antitrust law. Defendants found guilty and punished.

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*In re Debs, petitioner* (158 U. S., 564).

(United States Supreme Court; decided May 27, 1895.)

Proceedings instituted July 2, 1894. Application for a writ of habeas corpus to secure discharge from imprisonment for disobeying an injunction of the circuit court for the northern district of Illinois, restraining Debs and others from conspiring to interfere with interstate commerce, in violation of the antitrust law.

Petition for the writ denied.

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*United States* v. *Cassidy* (67 Fed. Rep., 698).

(District Court Northern District California; charge to jury delivered April 1 and 2, 1895.)

Cassidy and others were indicted under section 5440, United States Revised Statutes, for conspiring to commit offenses against the United States, which acts consisted in combining and conspiring to restrain trade and commerce between the States in violation of the antitrust law, the prosecutions growing out of the Pullman car strike, which occurred June–July, 1894. The trial lasted five months, resulting in a disagreement of the jury.

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*Moore* v. *United States* (85 Fed. Rep., 465.)

(Circuit Court of Appeals, Eighth Circuit; decided February 14, 1898).

Indictment of the members of an association of dealers in coal at Salt Lake City for entering into a conspiracy to regulate the price of coal. Indictment returned November 4, 1895. Moore was tried and convicted in the district court of Utah upon this indictment. The Circuit Court of Appeals reversed the judgment of conviction for the reason that upon the admission of Utah as a State it was no longer a "Territory" within the meaning of the antitrust act, and the combination was not in restraint of interstate commerce.

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*United States* v. *Joint Traffic Association* (76 Fed. Rep., 895; 89 Fed. Rep., 1020; 171 U. S., 505).

(Circuit Court Southern District of New York; decided May 28, 1896. Circuit Court of Appeals, Second Circuit; decided March 19, 1897. United States Supreme Court; argued by Solicitor-General John W. Richards, February 24, 25, 1898; decided October 28, 1898.)

Suit instituted January 8, 1896. Bill in equity to enjoin the alleged violation of the antitrust law by a combination of railroads. Thirty-one railroad companies engaged in transportation between Chicago and the Atlantic coast formed themselves into an association known as the Joint Traffic Association to control competitive

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traffic, fix rates, etc. The Circuit Court dismissed the bill and the Court of Appeals affirmed the action of the Circuit Court. These judgments were reversed by the United States Supreme Court upon the authority of *United States* v. *Trans-Missouri Freight Association* (166 U. S., 290), and the case remanded for further proceedings in conformity with its opinion, by which the combination was adjudged illegal.

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*United States* v. *Hopkins et al.* (82 Fed. Rep., 529; 84 Fed. Rep., 1018; 171 U. S., 578).

(Circuit Court, Kansas, September 20, 1897. Circuit Court of Appeals, Eighth Circuit; December 27, 1897. United States Supreme Court; October 24, 1898.)

Suit instituted December 31, 1896. Bill to restrain the operations of the "Kansas City Live Stock Exchange." The injunction was granted, but on appeal the Supreme Court reversed the decree of the circuit court and remanded the case, with instructions to dismiss the bill, the business of the exchange being held not to constitute interstate commerce, nor covered by the antitrust act.

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*United States* v. *Addyston Pipe and Steel Company* (78 Fed. Rep., 712; 85 Fed. Rep., 271; 175 U. S., 211).

(Circuit Court, Eastern District Tennessee; decided February 5, 1897. Circuit Court of Appeals, Sixth Circuit; decided February 8, 1898. United States Supreme Court; argued by Solicitor-General Richards, April 26, 27, 1899; decided December 4, 1899.)

Suit instituted December 10, 1896. Bill in equity to enjoin the operations of the cast-iron pipe trust, which attempted to enhance the price of cast-iron pipe by controlling and parceling out the manufacture and sale thereof throughout the several States and Territories to the several corporations forming the combination. The bill was dismissed by the Circuit Court. The Circuit Court of Appeals reversed the decree of the Circuit Court and remanded the case, with instructions to enter a decree for the Government. On appeal to the Supreme Court the action of the Circuit Court of Appeals was affirmed, the court distinguishing the case from that of *United States* v. *E. C. Knight Company* (156 U. S., 1).

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PRESIDENT MCKINLEY'S ADMINISTRATION—MARCH 4, 1897–SEPTEMBER 14, 1901.

[JOSEPH MCKENNA, Attorney-General March 5, 1897, to June 25, 1898; JOHN W. GRIGGS, Attorney-General June 25, 1898, to March 29, 1901; PHILANDER C. KNOX, Attorney-General April 5, 1901, to June 30, 1904.]

*Anderson* v. *United States* (82 Fed. Rep., 998; 171 U. S., 604).

(United States Supreme Court; decided October 24, 1898.)

Suit instituted June 7, 1897, in the Circuit Court of the United States for the Western District of Missouri, to restrain the operations of The Traders' Live Stock Exchange, of Kansas City, an association formed for the purpose of buying cattle on the market. A temporary injunction was granted and the case appealed to the Circuit Court of Appeals for the Eighth Circuit. From there it was certified to the Supreme Court of the United States for instructions upon certain questions. The Supreme Court reversed the decree of the Circuit Court and remanded the case with directions to dismiss the bill, holding that the rules of the association were not in violation of the antitrust law.

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*United States* v. *Coal Dealers' Association* (85 Fed. Rep., 252.)

(Circuit Court, Northern District, California; decided January 28, 1898.)

Suit brought December 16, 1897. Bill for injunction to restrain the operations of a combination of coal dealers known as the "Coal Dealers' Association of California." A temporary injunction was granted.



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*United States* v. *Chesapeake and Ohio Fuel Company et al.* (105, Fed. Rep., 93; 115 Fed. Rep., 610.)

(Circuit Court, Southern District, Ohio; decided August 31, 1900. Circuit Court of Appeals, Sixth Circuit; decided April 8, 1902.)

Bill filed May 8, 1899, to annul a contract and dissolve a combination of producers and shippers of coal in Ohio and West Virginia, engaged in mining coal and making coke intended for "Western shipment," under agreement to sell the same at not less than a memorandum price, to be fixed by an executive committee appointed by the producers. Defendants enjoined, contract declared void and illegal, and the combination dissolved.

Affirmed by Circuit of Appeals. No appeal to Supreme Court taken.

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PRESIDENT ROOSEVELT'S ADMINISTRATION—SEPTEMBER 14, 1901–JUNE, 1906.

[PHILANDER C. KNOX, Attorney-General, April 5, 1901, to June 30, 1904; WILLIAM H. MOODY, Attorney-General, July 1, 1904.]

*United States* v. *Northern Securities Co., Great Northern Rwy. Co., Northern Pacific Rwy. Co. et al.* (120 Fed. Rep., 721; 193 U. S., 197.)

(Circuit Court, Minnesota; decided April 9, 1903. United States Supreme Court; decided March 14, 1904.)

This suit was brought on March 10, 1902, in the Circuit Court of the United States for the district of Minnesota, to enjoin the defendant, the Northern Securities Company, from purchasing, acquiring, receiving, holding, voting, or in any manner acting as the owner of any of the shares of the capital stock of the two defendant railway companies and to restrain the defendant railway companies from permitting the Securities Company to vote any of the stock of said railways, or from exercising any control whatsoever over the corporate acts of either of said railway companies, it being charged that the Securities Company was formed for the purpose of acquiring a majority of the capital stock of the two railway companies, in order that it might in that way effect practically a consolidation of the two companies by controlling rates and restricting and destroying competition, in violation of the Sherman antitrust law.

The Circuit Court entered a decree in favor of the Government, as prayed in the petition, and this decree was affirmed by the Supreme Court of the United States.

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*United States* v. *Swift & Co. et al.* (122 Fed. Rep., 529; 196 U. S., 375).

Suit brought May 10, 1902, in the Circuit Court of the United States for the Northern District of Illinois to restrain the defendants (commonly known as the "Beef Trust") from carrying out an unlawful conspiracy entered into between themselves and with various railway companies to suppress competition and to obtain a monopoly in the purchase of live stock and selling dressed meats. A preliminary restraining order was granted on May 20, 1902.

The defendants having demurred to the bill, the court, after hearing, on April 18, 1903, overruled the demurrers and granted a preliminary injunction. The defendants having failed to answer, the court, on May 26, 1903, entered an order making the decree final and perpetually enjoining the further operations of the trust.

The defendants, on August 14, 1903, appealed from the final decree of the Circuit Court to the Supreme Court of the United States.

Decree affirmed by the Supreme Court January 30, 1905.

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*United States* v. *The Federal Salt Company et al.*

Suit brought October 15, 1902, in the Circuit Court of the United States for the Northern District of California, to restrain the defendants (known as the "Salt Trust") from unlawfully combining and conspiring to suppress competition in the manufacture and sale of salt in the States west of the Rocky Mountains, in violation

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of the Sherman antitrust law. A temporary restraining order was issued on that date, and, the cause coming on for hearing, the court on November 10, 1902, granted an injunction pendente lite, thus, in effect, making the restraining order perpetual.

No appeal taken.

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*United States* v. *The Federal Salt Company.*

On February 28, 1903, the grand jury for the United States District Court for the Northern District of California returned an indictment against The Federal Salt Company for having violated the antitrust law.

On may 12, 1903, the company pleaded guilty, and the court sentenced it to pay a fine of $1,000, which was paid.

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*United States* v. *Jackson Wholesale Grocers' Association.*

A suit in equity, instituted on September 12, 1903, in the United States Circuit Court for the Southern District of Florida, for the purpose of dissolving a combination of wholesale grocers, operating in violation of the antitrust law. The members of the association have filed answers and the cause has been continued from time to time and will be heard at the next term of court.

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*United States* v. *General Paper Company et al.*

December 27, 1904, a bill in equity was filed in the Circuit Court of the United States for the District of Minnesota against the General Paper Company and twenty-three other corporations engaged in the manufacture and sale of paper, alleging that said defendants had entered into a combination and conspiracy to control, regulate, monopolize, and restrain trade and commerce in the manufacture of news print, manila, fiber, and other papers and products of paper in violation of the Sherman antitrust law, by making the General Paper Company their common sales agent.

After issue was joined the defendants and their officers declined to obey orders of the Circuit Court for the District of Minnesota and the Circuit Court for the Eastern District of Wisconsin, in which district testimony was also being taken, requiring them to answer certain questions and to produce certain books and papers, and appealed to the Supreme Court of the United States. On March 12, 1906, the court dismissed the appeals in the Wisconsin cases and affirmed the judgment in the Minnesota cases. (*Nelson* v. *United States*, 201 U. S., 92; *Alexander* v. *United States*, id., 117.)

On May 11, 1906, judgment was ordered in favor of the Government by the Circuit Court for the District of Minnesota dissolving the combination and affording the Government all the relief prayed for in its bill.

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*United States* v. *Armour & Co. et al.*

After the affirmance by the Supreme Court of the decree of the Circuit Court in *United States* v. *Swift & Company* (above referred to) complaints from various quarters were made to the Department that the combination still continued. The Department thereupon undertook by every means at its command to investigate the truth of these complaints. Exhaustive inquiry was made before the grand jury for the northern district of Illinois, which resulted in the return of an indictment on July 1, 1905, against Armour & Company, and J. Ogden Armour, president; Patrick A. Valentine, treasurer; Arthur Neekler, general manager; Thomas J. Connors, superintendent, and Samuel A. McRoberts, assistant treasurer of Armour & Company; the Armour Packing Company, and Charles W. Armour, president; Swift & Company, and Louis F. Swift, president; Lawrence A. Carton, treasurer; D. Edwin Hartwell, secretary, and Albert H. Veedor and Robert C. McManus, and Arthur F. Evans, agents of Swift & Company; the Fairbank Canning Company, and Edward

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Morris, vice-president; Ira N. Morris, secretary of the Fairbank Canning Company; the Cudahy Packing Company, and Edward A. Cudahy, vice-president and general manager of the Cudahy Packing Company.

Against this indictment many preliminary objections were urged. All were disposed of in favor of the Government, except certain special pleas of immunity in bar, based upon information concerning the matters for which they were indicted, which they had given to the Department of Commerce and Labor. The court sustained the pleas so far as the individual defendants were concerned, and overruled them with respect to the corporations.

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*United States* v. *Nome Retail Grocers' Association.*

November 4, 1905, the Department directed the United States attorney for the second division of Alaska to file a bill in equity against the Nome Retail Grocers' Association, alleging a combination to fix prices and to suppress competition in violation of the Sherman anti-trust law.

Suit was promptly instituted, whereupon the defendants agreed to the entry of a decree which would subserve all the interests of the Government and the general public set forth in the bill. A decree dissolving the combination was entered accordingly.

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*United States* v. *Metropolitan Meat Company et al.*

Bill in equity filed in October, 1905, in the United States Circuit Court for the District of Hawaii, to restrain the alleged unlawful operations of certain combinations in the matter of the restraint of trade in beef and beef products. The case is pending.

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*United States* v. *Allen and Robinson et al.*

Bill in equity filed in October, 1905, in the United States Circuit Court for the District of Hawaii, to restrain the operation of an alleged unlawful combination to control the trade in lumber in that Territory. The case is pending.

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*United States* v. *The Terminal Railroad Association of St. Louis et al.*

Petition filed in the Circuit Court of the United States for the Eastern District of Missouri on December 1, 1905, to enjoin the defendants (The Terminal Association, the bridge companies, and the railroad and ferries crossing the Mississippi River at St. Louis) from carrying out an unlawful combination entered into between them to operate the Eads Bridge and the Merchants' Bridge as a common agency of interstate commerce, and to suppress competition between said bridges and between the bridges and ferries, and to monopolize interstate transportation at this point. The case is pending.

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*The Tobacco Trust cases* (*Hale* v. *Henkel*, 201 U. S., 43; *McAlister* v. *Henkel*, id., 90).

These cases grew out of an investigation by a Federal grand jury in the southern district of New York of the American Tobacco Company and the MacAndrews & Forbes Company, believed to be violating the antitrust laws, the matter having been brought to the attention of the grand jury by the officers of the Department of Justice, special counsel having been appointed for the purpose of the investigation and prosecution. Subpœnas duces tecum were served upon the officers of the companies, directing them to produce papers and other documentary evidence belonging to the corporations. They refused to obey the subpœna or to answer questions propounded to them. The Circuit Court adjudged them in contempt and committed them until they should produce the books and answer the questions. They applied to another judge of the same court for writs of habeas corpus, which upon hearing were discharged. Upon appeal the Supreme Court affirmed the orders denying the writs.

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June —, 1906, the grand jury returned an indictment against the MacAndrews and Forbes Company, the J. S. Young Company, a corporation of Maine, and Karl Jungbluth and Howard E. Young, their respective presidents, for illegally combining and conspiring to regulate the interstate trade and sale in licorice paste, an article used in the manufacture of plug and smoking tobacco, snuff, and cigars. Defendants have entered pleas of not guilty, with leave to withdraw or demur on or before July 9, 1906.

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*United States* v. *Otis Elevator Company et al.*

Bill in equity filed March 7, 1906, in the United States Circuit Court for the Northern District of California against the Otis Elevator Company and a number of other corporations and individuals, in which it was alleged that they were maintaining a combination in restraint of trade in the matter of the manufacture and sale of elevators. June 1, 1906, a decree was entered by consent dissolving the combination and granting the relief prayed.

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*United States* v. *National Association of Retail Druggists et al.*

Bill in equity filed May 9, 1906, in the United States Circuit Court for the District of Indiana against the National Association of Retail Druggists and others, alleging a combination in restraint of interstate trade and commerce in the matter of the sale of drugs and proprietary medicines to consumers through retail druggists. The case is pending.

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*United States* v. *Virginia-Carolina Chemical Company et al.*

May 25, 1906, the Federal grand jury for the Middle District of Tennessee, upon information furnished by the Department of Justice, returned an indictment against 31 corporations and 25 individuals engaged in the fertilizer business in the States of North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Arkansas, and Tennessee, charging them with engaging in a conspiracy in violation of the Federal antitrust act, and with conspiring to commit an offense against the United States, viz, the aforesaid conspiracy, in violation of section 5440 of the Revised Statutes. The fertilizer manufacturers combined to fix the price of fertilizers in the territory mentioned and to apportion the trade among themselves according to an agreed percentage. Case pending.

An indictment has recently been returned in the District of Oklahoma against certain lumber companies, charging a combination in restraint of trade, in violation of the antitrust act, in restricting competition and maintaining prices for the sale of lumber.

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SUMMARY.

*President Harrison's Administration, 1889–1893.*—Four bills in equity: 3 injunctions granted; 1 dismissed. Three indictments: 1 quashed; 1 demurrer sustained; 1 discontinued.

*President Cleveland's second Administration, 1893–1897.*—Four bills in equity: 3 injunctions granted; 1 dismissed. Two informations (for contempt in violating injunctions): 1 quashed; 1 conviction. Two indictments: 1 quashed: 1 dismissed.

*President McKinley's Administration, 1897–1901 (September 14).*—Three bills in equity: 2 injunctions granted; 1 dismissed.

*President Roosevelt's Administration, September 14, 1901–June, 1906.*—Eleven bills in equity: 6 injunctions granted; 5 pending. Five indictments: 3 pending; 1 conviction; 1 plea in bar sustained. Two proceedings for contempt in refusing to testify before grand jury: Convictions.

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## CIVIL AND CRIMINAL CASES INSTITUTED BY THE UNITED STATES UNDER THE ACT TO REGULATE COMMERCE, AS AMENDED, AND THE ELKINS ACT.

*Cases under the act to regulate commerce.*

[Approved February 4, 1887; took effect April 5, 1887.]

PRESIDENT CLEVELAND'S FIRST ADMINISTRATION, MARCH 4, 1885–MARCH 4, 1889.

*United States* v. *Tozer* (District Court, Missouri).—March 8, 1888, indictment found for giving rebates; December 17, 1892, indictment nol-prossed.

PRESIDENT HARRISON'S ADMINISTRATION, MARCH 4, 1889 TO MARCH 4, 1893.

*United States* v. *Mich. Cent. R. Co. et al.* (District Court, Illinois).—May 10, 1890, indictment found for charging less than tariff rates; June 23, 1890, Street found guilty and fined $3,000; others acquitted or discharged.

*United States* v. *Morsman* (District Court, Missouri).—May 9, 1890, indictment found for undue prejudice in transporting goods by express; May 21, 1890, indictment quashed.

*United States* v. *L. S. & M. S. R. Co.* (District Court, Ohio).—October 15, 1890, indictment found for failure to post tariffs; November 15, 1892, indictment nol-prossed.

*United States* v. *C., C. and S. R. Co.* (District Court, Ohio).—October 15, 1890, indictment found for failure to post tariffs; November 15, 1892, indictment quashed.

*United States* v. *N. Y., L. E. and W. R. Co.* (District Court, Ohio).—October 15, 1890, indictment found for failure to post tariffs; November 15, 1892, indictment nol-prossed.

*United States* v. *C., C., C. and St. L. Rwy. Co.* (District Court, Ohio).—October 15, 1890, indictment found for failure to post tariffs; November 15, 1892, indictments nol-prossed.

*United States* v. *Brine et al.* (District Court, Ohio).—October 15, 1890, proceeding for contempt; October 16, 1690, rule discharged.

*United States* v. *Johnson* (District Court, Illinois).—December 5, 1890, indictment found for charging less than tariff rates; November 22, 1892, indictment nol-prossed.

*United States* v. *Egan* (District Court, Illinois).—December 5, 1890, indictment found for charging less than tariff rates; November 22, indictment nol-prossed.

*United States* v. *Long* (District Court, Illinois).—December 5, 1890. indictment found for charging less than tariff rates; April 5, 1893, indictment nol-prossed.

*United States* v. *Miller* (District Court, Illinois).—December 5, 1890, indictment found for charging less than tariff rates; November 22, 1892, verdict of acquittal.

*In re Counselman* (District Court, Illinois).—December 11, 1890, application for habeas corpus denied; January 11, 1890, appellant discharged from custody by order of United States Supreme Court.

*In re Peasley* (District Court, Illinois).—December 11, 1890, application for habeas corpus denied; January 11, 1892, prisoner discharged, following the Counselman case.

*United States* v. *Edmundson* (District Court, Missouri).—December 17, 1890, indictment found for false report of weight; June 8, 1891, prisoner plead guilty, and fined $100 on each count.

*United States* v. *Egan et al.* (District Court, Minnesota).—January 22, 1891, indictment found for selling tickets at less than published rates; July 9, 1891, verdict of acquittal directed by the court.

*United States* v. *McCormick* (District Court, Maryland).—March 16, 1891, indictment for false billing; May 13, 1891, verdict of guilty; fined $100.

*United States* v. *Stimson et al.* (District Court, Indiana).—March 28, 1891, indictment found for charging less than tariff rates; December 7, 1892, indictment nol-prossed.

*United States* v. *Howell et al.* (District Court, Missouri).—April 10, 1891, indictment found for false weighing; July 21, 1892, Howell and Tibbits found guilty; each fined $2,000 and sentenced to prison for 18 months; both pardoned.

*United States* v. *Rogers* (District Court, Tennessee).—June 4, 1891, indictment found for false billing; December 19, 1891, indictment nol-prossed.

*United States* v. *Robertson* (District Court, Tennessee).—June 4, 1891, indictment found for inducing to discriminate; December 19, 1891, indictment nol-prossed.

*United States* v. *Dorr* (District Court, Tennessee).—June 4, 1891, indictment found for inducing to discriminate; December 19, 1891, indictment nol-prossed.

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*United States* v. *Keyer* (District Court, Tennessee).—June 4, 1891, indictment found for inducing to discriminate; December 19, 1891, verdict of acquittal.

*United States* v. *Knight* (District Court, Illinois).—July 1, 1891, indictment found for charging less than tariff rates; February 29, 1892, indictment quashed.

*United States* v. *Kehlor* (District Court, Illinois).—July 1, 1891, indictment found for inducing to discriminate; February 29, 1892, indictment quashed.

*United States* v. *Knight et al.* (District Court, Missouri).—September 7, 1891, indictment found for charging less than tariff rates; April 23, 1894, indictment quashed.

*United States* v. *Fowkes et al.* (District Court, Missouri).—October 31, 1891, indictment found for giving rebates; December 14, 1893, verdict of not guilty by direction of court as to all defendants except Fowkes; January 15, 1894, indictment nol-prossed and Fowkes discharged.

*United States* v. *Crane et al.* (District Court, Missouri).—October 31, 1891, indictment found for charging less than tariff rates; December 15, 1893, indictment nol-prossed.

*United States* v. *Knight et al.* (District Court, Missouri).—October 31, 1891, indictment found for charging less than tariff rates; February 4, 1895, indictment nol-prossed.

*United States* v. *Field et al.* (District Court, Missouri).—October 31, 1891, indictment found for charging less than tariff rates; October 29, 1895, nol-prosed as to some; others found not guilty; Field plead guilty; fined $1 and costs.

*United States* v. *Wyckoff et al.* (District Court, Missouri).—October 31, 1891, indictment found for charging less than tariff rates; February 4, 1895, indictment nol-prossed.

*United States* v. *Firmenich et al.* (District Court, Illinois).—November 18, 1891, indictment found for inducing to discriminate; November 22, 1892, indictment nol-prossed.

*United States* v. *Swift et al.* (District Court, Illinois).—November 18, 1891, indictment found for inducing to discriminate; November 22, 1892, indictment nol-prossed.

*United States* v. *Spriggs* (District Court, Illinois).—November 18, 1891, indictment found for charging less than tariff rates; May 9, 1894, indictment dismissed.

*United States* v. *Mellen et al.* (District Court, Kansas).—April 27, 1892, indictment found for conspiring to discriminate; April 11, 1894, indictment quashed as to Barr; nol-prossed as to others.

*United States* v. *Mellen et al.* (District Court, Kansas).—April 27, 1892, indictment found for conspiring to discriminate; April 11, 1894, indictment nol-prossed.

*In re Brimson et al.* (Circuit Court, Illinois).— ———, 1892, application for order to answer questions denied; May 26, 1894, Supreme Court reversed Circuit Court and remanded cause for further proceedings.

*United States* v. *Fell* (District Court, Illinois).—May 13, 1892, indictment found for giving rebates; July 31, 1894, indictment nol-prossed.

*United States* v. *Farrell et al.* (District Court, Nebraska).—May 25, 1892, indictment found for inducing to discriminate; June 13, 1892, nol-pros., as to Sharp and verdict of not guilty as to Farrell.

*United States* v. *Sharp* (District Court, Nebraska).—May 25, 1892, indictment found for inducing to discriminate; June 13, 1892, verdict of guilty; fined $25 and costs.

*Interstate Commerce Commission* v. *B. and O. R. Co.* (Circuit Court, Ohio).—May —, 1890, petition filed in Circuit Court to enforce an order of the Commission declaring certain party rates illegal; August —, 1890, Circuit Court dismissed the petition; May —, 1892, Supreme Court sustained the Circuit Court.

*Interstate Commerce Commission* v. *A., T. and S. F. R. Co., et al.* (Circuit Court, California).—April —, 1891, petition filed to enforce order of the Commission in regard to the San Bernardino long and short haul case; April —, 1892, petition dismissed; May 1, 1893, remanded by Supreme Court to Circuit Court of Appeals, and subsequently discontinued.

*Interstate Commerce Commission* v. *L. V. R. Co. et al.* (Circuit Court, Pennsylvania).—May —, 1891, petition filed to enforce order of the Commission in the Coxe Bros. coal case; May —, 1896, petition dismissed; October 1, 1897, discontinued in the Circuit Court of Appeals.

*Interstate Commerce Commission* v. *C., N. O. and T. P. R. Co. et al.* (Circuit Court, Georgia).—October —, 1891, petition filed to enforce order of Commission in the Social Circle long and short haul case; June —, 1893, petition dismissed by Circuit Court; May —, 1894, Circuit Court of Appeals sustained the Commission on two questions and the Circuit Court on one question; March —, 1896, Supreme Court sustained Circuit Court of Appeals.

*Interstate Commerce Commission* v. *Ga. R. Co.* (Circuit Court, Georgia).—November —, 1891, petition filed to enforce order of Commission in regard to unjust discrimination because of color; ———, 1899, case discontinued.

*Interstate Commerce Commission* v. *D. G. H. and M. R. Co. et al.* (Circuit Court, Michigan).—November —, 1891, petition filed to enforce order of Commission in regard

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to unjust discrimination by granting free cartage; October —, 1893, Circuit Court decreed enforcement of Commission's order; April —, 1896, Circuit Court of Appeals reversed the Circuit Court; May —, 1897, Supreme Court sustained Circuit Court of Appeals.

*Interstate Commerce Commission* v. *T. and P. R. Co. et al.* (Circuit Court, New York).—January —, 1892, petition filed to enforce order of Commission in the Import Rate case; October —, 1892, Circuit Court decreed enforcement of Commission's order; October —, 1893, Circuit Court of Appeals sustained the Circuit Court; March —, 1896, Supreme Court reversed courts below.

*Interstate Commerce Commission* v. *N. Y., P. and N. R. R. Co. et al.* (Circuit Court, Virginia).—August —, 1892, petition filed to enforce order of Commission in the Delaware Grange case; ———, 1893, petition dismissed.

*Interstate Commerce Commission* v. *Mo. Pac. R. Co. et al.* (Circuit Court, North Dakota).—August —, 1892, petition filed to enforce order of the Commission in the Fargo long and short haul sugar case; case still pending.

PRESIDENT CLEVELAND'S SECOND ADMINISTRATION, MARCH 4, 1893, TO MARCH 4, 1897.

*Interstate Commerce Commission* v. *L. and N. R. Co. et al.* (Circuit Court, Tennessee).—March —, 1893, petition filed to enforce order of the Commission in the Nashville coal case; April —, 1896, petition dismissed; ———, 1901, case discontinued in Circuit Court of Appeals.

*Interstate Commerce Commission* v. *L. and N. R. Co. et al.* (Circuit Court, Ohio).—March —, 1893, petition filed to enforce order of the Commission in the Gerke long and short haul beer case; ———, 1901, case discontinued.

*United States* v. *Calder et al.* (District Court, Washington).—July 12, 1893, indictment found for discrimination in sale of tickets; June 27, 1894, indictment dismissed.

*United States* v. *Fraser and Wight* (District Court, Pennsylvania).—October 16, 1894, indictment found for carrying at less than tariff rates; May 18, 1895, nol-prossed as to Fraser, and verdict of guilty as to Wight, who was fined $1,000; May 24, 1897, verdict sustained by Supreme Court.

*United States* v. *Fraser and Wight* (District Court, Pennsylvania).—October 16, 1894, indictment found for giving rebates; May 18, 1895, indictment nol-prossed.

*United States* v. *Fraser and Wight* (District Court, Pennsylvania).—October 18, 1894, indictment found for giving rebates; May 18, 1895, indictment nol-prossed.

*United States* v. *Means* (District Court, Pennsylvania).—October 18, 1894, indictment found for giving rebates; May 6, 1895, plead nolo contendere and fined $500.

*United States* v. *Means* (District Court, Pennsylvania).—October 18, 1894, indictment found for carrying at less than tariff rates; May 6, 1895, plead nolo contendere and fined costs.

*United States* v. *Hanley and Reinhart* (District Court, Illinois).—October 19, 1894, indictment found for giving rebates; January 6, 1897, nol-prossed as to Reinhart; January 9, 1897, verdict of not guilty as to Hanley.

*United States* v. *Thompson* (District Court, Illinois).—October 19, 1894, indictment for inducing to discriminate; January 20, 1896, indictment quashed.

*United States* v. *Morris* (District Court, Illinois).—October 19, 1894, indictment for inducing to discriminate; January 20, 1896, indictment quashed.

*United States* v. *Jenkins* (District Court, Illinois).—October 19, 1894, indictment found for inducing to discriminate; January 20, 1896, indictment quashed.

*Interstate Commerce Commission* v. *E. T., V. & G. R. Co. et al.* (Circuit Court, Tennessee).—April —, 1893, petition filed to enforce order of the Commission in the Chattanooga long and short haul case; February —, 1898, Circuit Court decreed enforcement of Commission's order; November —, 1899, Circuit Court of Appeals sustained the Circuit Court; April —, 1901, Supreme Court reversed courts below.

*Interstate Commerce Commission* v. *W. & A. R. Co. et al.* (Circuit Court, Georgia).—May —, 1893, petition filed to enforce order of the Commission in the Georgia Railway Commission case; June —, 1898, petition dismissed; March —, 1899, Circuit Court of Appeals affirmed Circuit Court; April —, 1901, Supreme Court affirmed courts below.

*Interstate Commerce Commission* v. *Clyde S. S. Co. et al.* (Circuit Court, Georgia).—This case took same course as above case.

*Interstate Commerce Commission* v. *Clyde S. S. Co. et al.* (Circuit Court, Georgia).—This case took same course as above case.

*Interstate Commerce Commission* v. *Ocean S. S. Co. et al.*—(Circuit Court, Georgia).—May —, 1893, petition filed to enforce order of the Commission in the Georgia Railway Commission case; ———, 1901, case discontinued.

*Interstate Commerce Commission* v. *C., N. O. and T. P. R. Co. et al.*—(Circuit Court, Georgia).—Same history as above case.

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*Interstate Commerce Commission* v. *C., M. and St. P. R. Co. et al.*—(Circuit Court, Minnesota).—July —, 1893, petition filed to enforce order of the Commission in regard to relative wheat rates from Dakotas to Minneapolis; ———, 1893, modified order of Commission complied with, and case discontinued.

*Interstate Commerce Commission* v. *Ala. Mid. R. Co. et al.*—(Circuit Court, Alabama).—January —, 1894, petition filed to enforce order of the Commission in regard to the Troy long and short haul case; July —, 1895, petition dismissed; June —, 1896, Circuit Court of Appeals affirmed Circuit Court; November —, 1897, Supreme Court affirmed courts below.

*Interstate Commerce Commission* v. *C., N. O. and T. P. R. Co. et al.* (Circuit Court, Ohio).—September —, 1904, petition filed to enforce order of the Commission in the Chicago and Cincinnati Freight Bureaus cases; October —, 1896, petition dismissed; October —, 1896, case certified to Supreme Court by Circuit Court of Appeals; May —, 1896, Supreme Court affirmed the Circuit Court.

*United States ex rel.* v. *Mo. Pac. R. Co. et al.* (Circuit Court, Kansas).—July 26, 1896, original proceedings to restrain defendants from discriminating in rates against Wichita, Kans.; July —, 1897, injunction granted; May 23, 1900, Circuit Court of Appeals affirmed decree of Circuit Court; March 9, 1903, Supreme Court reversed Circuit Court of Appeals and remanded case to Circuit Court for further proceedings. This case also construed for the first time certain sections of the Elkins law, which had just been passed.

*In re Brown* (Circuit Court, Pennsylvania).—May 6, 1895, adjudged guilty of contempt; November —, 1895, application for habeas corpus denied; March 23, 1896, Supreme Court affirmed the Circuit Court in its action whereby Brown was ordered to jail for refusing to testify on the ground of self-crimination.

*United States* v. *Huntington* (District Court, California).—March 22, 1895, indictment found for issuing free passes; August 14, 1895, indictment nol-prossed.

*United States* v. *Huntington* (District Court, California).—March 26, 1895, indictment found for issuing free passes; August 14, 1895, indictment nol-prossed.

*United States ex rel.* v. *N. Y. and T. S. S. Co.* (Circuit Court, New York.— ——— —, 1893, petition for mandamus to compel filing of annual report; ——— —, 1897, petition dismissed.

*United States* v. *Judd and Watkins* (District Court, Missouri).—May 1, 1896, indictment found for false billing; May 12, 1896, Judd plead guilty and was fined $350; October —, 1896, verdict of not guilty as to Watkins.

*United States* v. *Thorne and Sargent* (District Court, Louisiana).—January 21, 1897, indictment found for departure from published rates; ———, 1897, plead guilty and each fined $4,000.

*United States* v. *DeCoursey* (District Court, New York).—September 23, 1896, indictment found for giving rebates; September 26, 1899, indictment nol-prossed.

*United States* v. *Reid et al.* (District Court, Kansas).—September 20, 1896, indictment found for false billing; April 12–24, 1897, indictment nol-prossed.

*United States* v. *Reid et al.* (District Court, Kansas).—September 24, 1896, indictment found for false billing; April 12–24, 1897, indictment nol-prossed.

*United States* v. *Buerger et al.* (District Court, Wisconsin).—February 19, 1896, indictment found for false billing; February 12, 1897, indictment nol-prossed.

*United States* v. *Dick and Blair* (District Court, Pennsylvania).—October 22, 1896, indictment found for charging less than tariff rates; May 2, 1898, defendants plead nollo contendere and fined $50 each.

*Interstate Commerce Commission* v. *N. E. R. Co. et al.* (Circuit Court, South Carolina).—January —, 1896, petition filed to enforce order of Commission in the Truck Farmers' strawberry case; April —, 1896, petition dismissed; November —, 1897, Circuit Court of Appeals affirmed the Circuit Court; no appeal.

*Interstate Commerce Commission* v. *So. Pac. Co. et al.* (Circuit Court, Colorado).—March 30, 1896, petition filed to enforce order of the Commission in regard to unjust discrimination in rates on iron from Pueblo, Colo., to Pacific coast points; May —, 1896, plea to jurisdiction overruled. Subsequently the order of the Commission was substantially complied with and the case was discontinued.

*Interstate Commerce Commission* v. *W. N. Y. and P. R. Co. et al.* (Circuit Court, Pennsylvania).—May —, 1896, petition filed to enforce order of the Commission in the Titusville oil cases; still pending.

*Interstate Commerce Commission* v. *So. Ry. Co. et al.* (Circuit Court, Alabama).—November 14, 1896, petition filed to enforce order of Commission in the Piedmont long and short haul case; November —, 1900, petition dismissed; ——— —, 1901, case discontinued in Circuit Court of Appeals.

*Interstate Commerce Commission* v. *So. Ry. Co. et al.* (Circuit Court, Alabama).—Same history as above case.

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*United States ex rel.* v. *B., Z. & C. R. Co.* (Circuit Court, Ohio). — ——— —, 1896, petition for mandamus to compel filing of annual reports; January 11, 1897, petition dismissed.

*United States ex rel.* v. *Seaboard R. Co.* (Circuit Court, Alabama). — ——— —, 1896, petition for mandamus to compel filing of annual reports; July 2, 1897, mandamus granted.

*United States ex rel.* v. *C., K. and S. R. Co.* (Circuit Court, Michigan).— ———, 1896, petition for mandamus to compel filing of annual reports; June 23, 1897, petition dismissed.

(NOTE.—At the same time 61 other suits were brought in various United States courts to compel carriers to file annual reports with the Commission, but these cases were subsequently discontinued because the carriers agreed to file reports.)

PRESIDENT MCKINLEY'S ADMINISTRATION, MARCH 4, 1897, TO SEPTEMBER 14, 1901.

*United States* v. *Stubbs et al.* (District Court, Louisiana).—April —, 1897, indictment found for giving rebates. (Still pending.)

(NOTE.—Eleven other indictments were found in the same district against the same parties in June, 1898.)

*United States* v. *Papy and Menzies* (District Court, Florida). December 22, 1897, indictment found for departure from published rates; January 26, 1898, indictment quashed as to Menzies; January 26, 1898, Papy plead guilty; fined $350.

*United States* v. *Pennington and Pleasants* (District Court, Florida).—December 28, 1897, indictment found for departure from published rates; January 17, 1898, indictment quashed as to Pleasants; January 19, 1898, Pennington plead guilty; fined $350.

*Interstate Commerce Commision* v. *L. & N. R. R. Co. et al.* (Circuit Court, Alabama).—July 23, 1897, petition filed to enforce order of the Commission in the La Grange long and short haul case; December —, 1899, injunction granted; May —, 1900, Circuit Court of Appeals reversed Circuit Court; May 18, 1903, Supreme Court affirmed decision of Circuit Court of Appeals.

*United States* v. *Belknap et al.* (District Court, Texas).—June 5, 1899, indictment found for false billing; ———, 1900, indictment nol-prossed.

*United States* v. *Price et al.* (District Court, Kentucky).—April 18, 1899, indictment found for conspiracy to violate act to regulate commerce; March 2, 1900, indictment nol-prossed.

*United States* v. *Price* (District Court, Kentucky).—April 19, 1899, indictment found for obstructing administration of the act to regulate commerce; March 1, 1900, plead guilty and fined $500.

*United States* v. *Price* (District Court, Kentucky).—March 1, 1900, indictment found for false billing; March 1, 1900, plead guilty and fined $1,000.

*United States* v. *Ault et al.* (District Court, Texas).—June —, 1899, indictment found for false billing; ———, 1899, Circuit Court granted order of removal from Kentucky; October 2, 1900, Circuit Court reversed by Circuit Court of Appeals and defendants discharged.

*United States* v. *Shotter et al.* (District Court, Georgia).—December 11, 1899, indictment found for false weighing; March 9, 1900, two other indictments consolidated with this case; March 9, 1900, Shotter plead guilty and was fined $1,000; nol-prossed as to each of the other defendants.

*United States* v. *Joint Traffic Association* (Circuit Court, New York).—January 8, 1896, petition filed to declare among other things the Traffic Association illegal, because violative of the pooling section of the act to regulate commerce; May 28, 1896, petition dismissed; March 19, 1897, Circuit Court of Appeals affirmed Circuit Court; October 24, 1898, Supreme Court declared combination illegal.

*Interstate Commerce Commission* v. *C., B. and Q. R. Co. et al.* (Circuit Court, Illinois).—March —, 1899, petition filed to enforce order of the Commission in the Cattle Raisers' Terminal case; December —, 1899, petition dismissed; June —, 1900, Circuit Court of Appeals affirmed Circuit Court; June —, 1902, Supreme Court affirmed the courts below, but without prejudice as to further proceedings; case still pending before the Commission.

*Interstate Commerce Commission* v. *N. C. and St. L. R. Co. et al.* (Circuit Court, Florida).—November 2, 1900, petition filed to enforce order of Commission in the Hampton long and short haul case; April 16, 1902, petition dismissed; February 24, 1903, Circuit Court of Appeals sustained Circuit Court; November 1, 1904, discontinued in Supreme Court by stipulation.

*Interstate Commerce Commission* v. *L. and N. R. Co. et al.* (Circuit Court, Georgia).—June 9, 1900, petition to enforce order of the Commission in the Pensacola naval stores case; July —, 1902, injunction granted; no appeal.

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*Interstate Commerce Commission* v. *So. Pac. Co. et al.* (Circuit Court, California).—June —, 1900, petition filed to enforce order of the Commission in the Kearney long and short haul case; November 26, 1904, petition dismissed; no appeal.

PRESIDENT ROOSEVELT'S ADMINISTRATION, SEPTEMBER 14, 1901, TO JUNE, 1906.

*United States* v. *L. and N. R. Co.* (District Court, Kentucky).—March 14, 1902, indictment found for charging less than established rates; October 12, 1903, indictment nol-prossed.

*United States* v. *Ill. C. R. Co. et al.* (District Court, Tennessee).—May 28, 1902, indictment found for pooling; August 15, 1905, suit dismissed.

*United States* v. *Harrahan et al.* (District Court, Tennessee).—June 20, 1902, indictment found for pooling; August 15, 1905, indictment nol-prossed.

*United States* v. *W. and A. R. Co. et al.* (District Court, Georgia).—June 20, 1902, indictment found for pooling; July 1, 1905, indictment nol-prossed.

*United States* v. *Capps et al.* (District Court, Georgia).—June 20, 1902, indictment found for pooling; July 1, 1905, indictment nol-prossed.

*United States* v. *Whitcomb et al.* (District Court, Minnesota).—September 4, 1902, indictment found for charging less than established rates; March —, 1903, indictment nol-prossed.

*United States* v. *A T. and S. F. R. Co.* (Circuit Court, Missouri).—March 20, 1902, petition filed to enjoin departure from published tariff rates on certain commodities from Missouri River points to Atlantic seaboard; March 25, 1902, temporary injunction granted; May 8, 1902, demurrer overruled; May 25, 1902, answer filed.

NOTE.—Similar proceedings at the same time, in the same court, were taken against the following railroads: Wabash Railroad Company; C., R. I. and P. Rwy. Co.; C., B. and Q. Rwy. Co.; C., M. and St. P. Rwy. Co.; C. and A. R. R. Co.; C. G. W. Rwy. Co.; Mo. Pac. Rwy. Co.

*Interstate Commerce Commission* v. *L. and N. R. Co., et al.* (Circuit Court, Georgia).—August 4, 1902, petition filed to enforce order of the Commission in the Tifton long and short haul case; March —, 1904, defendants complied with Commission's order; petition dismissed, defendants paying costs.

*Interstate Commerce Commission* v. *C. P. and V. R. Co. et al.* (Circuit Court, North Carolina).—August 16, 1902, petition filed to enforce order of the Commission in Wilmington Tariff Association case; August —, 1903, petition dismissed; no appeal.

*Interstate Commerce Commission* v. *So. Pac. Co. et al.* (Circuit Court, California).—August 21, 1902, petition filed to enforce order of the Commission in the orange routing cases; September 6, 1904, injunction granted; February 26, 1906, Supreme Court reversed Circuit Court.

*Interstate Commerce Commission* v. *L. S. and M. S. R. Co. et al.* (Circuit Court, Ohio).—March 19, 1903, petition filed to enforce order of the Commission in the National Hay Association case; January 27, 1905, petition dismissed; May 21, 1906, Supreme Court affirmed Circuit Court.

*United States ex rel.* v. *L. S. and M. S. R. Co.* (Circuit Court, Ohio).—November 18, 1903, petition to compel filing of annual reports; ———, 1904, petition dismissed; April 10, 1905, Supreme Court affirmed decision of Circuit Court.

*United States ex rel.* v. *N. Y. C. and H. R. R. Co.* (Circuit Court, New York).—November 28, 1903, petition to compel filing of annual reports; ———, 1905, case discontinued.

*United States ex rel.* v. *B. and M. Co.* (Circuit Court, Massachusetts).—November 29, 1903, petition to compel filing of annual reports; ———, 1905, case discontinued.

*Interstate Commerce Commission* v. *C. H. and D. R. Co. et al.* (Circuit Court, Ohio).—July —, 1904, petition filed to enforce order of the Commission in the Proctor & Gamble soap case; November —, 1905, injunction granted; still pending.

*Interstate Commerce Commission* v. *C. G. W. R. Co. et al.* (Circuit Court, Illinois).—April 29, 1905, petition filed to enforce order of the Commission in Chicago Live Stock Exchange case; November 20, 1905, petition dismissed.

*Interstate Commerce Commission* v. *So. Ry. Co. et al.* (Circuit Court, Virginia).—April 1, 1901, petition filed to enforce order of Commission as to unreasonable rates to Danville, Va.; August —, 1902, petition dismissed; May —, 1903, Circuit Court of Appeals sustained Circuit Court; November 1, 1904, discontinued in Supreme Court by stipulation.

*Interstate Commerce Commission* v. *So. Pac. Co. et al.* (Circuit Court, California).—April —, 1905, petition filed to enforce order of Commission in the California orange rate case; still pending.

*Interstate Commerce Commission* v. *Ill. Cent. R. R. Co. et al.* (Circuit Court, Louisiana).—June —, 1905, petition filed to enforce order of the Commission in Central Yellow Pine Lumber Association case; case still pending.

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*Interstate Commerce Commission* v. *M. and O. R. Co.* (Circuit Court, Mississippi).—July —, 1905, petition filed to enforce order of the Commission in the Aberdeen Group Commercial Association case; case still pending.

*United States* v. *L. and N. R. Co.* (District Court, Kentucky).—March 14, 1902, indictment found for charging less than established rates; October 12, 1903, indictment nol-prossed.

*United States* v. *Wells and Price* (District Court, Kentucky).—October 13, 1905, indictment found for false billing and false weighing; March 13, 1906, indictment consolidated with 134 herein, to which defendants plead guilty and one fine imposed in both cases.

*United States* v. *C. B. and Q. R. Co.* (District Court, Missouri).—December 15, 1905, indictment found for charging less than established rates on export traffic from Kansas City to Liverpool via New York City and Hoboken; June 13, 1906, verdict of guilty rendered; June 29, 1906, fined $15,000; suit being brought also under Elkins Act.

PRESIDENT ROOSEVELT'S ADMINISTRATION—CONTINUED.

CASES UNDER ELKINS ACT.

(Approved and effective February 19, 1903.)

*United States* v. *C. and N. W. R. Co.* (Circuit Court, Illinois).—March 20, 1902, petition filed to enjoin departure from published tariff rates on certain commodities from Missouri River points to Atlantic seaboard; March 24, 1902, temporary injunction granted; April 24, 1903, amended temporary injunction granted so as to be issued under the Elkins law; June 2, 1903, answer filed; June 19, 1903, referred to master to take testimony.

NOTE.—Similar proceedings at the same time in the same court were taken against the following railroads: Illinois Central Railroad Company, Michigan Central Railroad Company, Pennsylvania Company, P., C., C. and St. L. Rwy. Co., and Lake Shore and Michigan Southern Rwy. Co.

*Interstate Commerce Commission* v. *C. G. W. R. Co. et al.* (Circuit Court, Illinois).—July 17, 1905, petition filed under Elkins Act to enforce order of the Commission in Chicago Live Stock Exchange case; November 20, 1905, petition dismissed.

*Interstate Commerce Commission* v. *Baird et al.* (Circuit Court, New York).—April 22, 1903, Baird and others, agents of certain coal roads, declined to give testimony before the Commission in the Hearst anthracite coal-rate investigation; June 12, 1903, Circuit Court denied the motion to require defendants to answer the questions; April 4, 1904, Supreme Court reversed the Circuit Court and remanded the cause for further proceedings. In this case further construction of the Elkins law was made.

*United States* v. *C. and O. R. Co. et al.* (Circuit Court, Virginia).—July 13, 1903, petition filed under the interstate commerce act and Elkins law to restrain the Chesapeake and Ohio from giving preferences and rebates in coal rates to the N. Y., N. H. and H. R. Company; February 19, 1904, injunction granted; February 19, 1906, Supreme Court affirmed Circuit Court.

*United States ex rel.* v. *D. and H. Co.* (Circuit Court, Massachusetts).—November 17, 1903, petition to compel filing of annual reports; ———, 1905, case discontinued.

*United States* v. *Zorn et al.* (District Court, Kentucky).—October 24, 1905, indictment found for receiving rebates under the act to regulate commerce and the Elkins law. January 17, 1906, defendants plead guilty and each was fined $1,025.

*United States* v. *Price & Wells* (District Court, Kentucky).—October 13, 1905, indictment found for conspiracy to violate the Interstate Commerce and Elkins act, March 13, 1906, plead guilty and each fined $1,025.

*United States* v. *Thomas and Taggart* (District Court, Missouri).—December 15, 1905, indictment found for conspiracy to obtain rebates contrary to the interstate commerce and Elkins acts on shipments of general merchandise from Kansas City to the East; May 25, 1906, defendants found guilty; June 22, 1906, Thomas sentenced to jail for six months and fined $6,000; Taggart sentenced to jail for three months and fined $4,000.

*United States* v. *Swift & Co.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for receiving rebates on export shipments of packing-house products; June 12, 1906, defendants found guilty; June 22, 1906, fined $15,000.

*United States* v. *Crosby, et al.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for conspiracy to obtain rebates on shipments of general merchandise from Kansas City to the East; May 25, 1906, court instructed jury to bring in verdict of acquittal for defendants, which was done.

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*United States* v. *Armour Packing Co.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for receiving rebates on export shipments of packing-house products; June 12, 1906, found guilty; June 22, 1906, fined $15,000.

*United States* v. *C. & A. R. Co.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on export flour; June 11, 1906, indictment nol-prossed.

*United States* v. *C. M. & St. P. R. Co.* (District Court, Missouri).—December 15, 1905, indictment under the interstate commerce and Elkins acts, found for granting rebates on export flour; June 11, 1906, indictment nol-prossed.

*United States* v. *Cudahy Packing Co.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for receiving rebates on export shipments of packing-house products; June 12, 1906, found guilty; June 22, 1906, fined $15,000.

*United States* v. *Faithorn et al.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates; June 7, 1906, continued until next term.

*United States* v. *Nelson Morris & Co.* (District Court, Missouri).—December 15, 1905, indictment found under the interstate commerce and Elkins acts for receiving rebates on shipments of lard from Kansas City to New York City and Hoboken for export; June 12, 1906, found guilty; June 22, 1906, fined $15,000.

*United States* v. *Kresky* (District Court, Missouri).—December 15, 1905, indictment found for conspiring to obtain rebates contrary to the interstate commerce and Elkins acts on export flour from Kansas City to New York City; June 11, 1906, indictment nol-prossed

*United States* v. *Weil et al.* (District Court, Illinois).—July 1, 1905, indictment found for conspiracy to obtain rebates contrary to the interstate commerce and Elkins acts on shipments of cattle and packing-house products from Chicago to New York; September —, 1905, defendants severally pleaded guilty and were sentenced to pay fines aggregating $25,000.

*United States* v. *C., B. and Q. R. Co. et al.* (District Court, Illinois).—December 29, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of tin plate from points in Pennsylvania, Ohio and other States to Vancouver, British Columbia; April 20, 1906, jury brought in a verdict of guilty, upon an agreed statement of facts, and the judge sentenced Miller and Bernham to pay a fine of $10,000 each, and the C., B. and Q., $40,000; which fines were immediately paid.

*United States* v. *G. N. R. Co.* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on iron pipe from points in New Jersey and Pennsylvania to Winnipeg, Canada; case still pending.

*United States* v. *Campbell* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on iron pipe from points in New Jersey and Pennsylvania to Winnipeg, Canada; case still pending.

*United States* v. *R. D. Wood & Co.* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for receiving rebates on iron pipe from points in New Jersey and Pennsylvania to Winnepeg, Canada; April 2, 1906, verdict of not guilty as to Walter Wood and Stuart Wood.

*United States* v. *Lake* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on iron pipe from points in New Jersey and Pennsylvania to Winnepeg, Canada; case still pending.

*United States* v. *Mutual Transit Co.* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on essence for coffee from Philadelphia to Minneapolis; case still pending.

*United States* v. *Diver* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on essence for coffee from Philadelphia to Minneapolis; case still pending.

*United States* v. *Mutual Transit Co.* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on essence for coffee from Philadelphia to Winnipeg, Canada; case still pending.

*United States* v. *Diver* (District Court, Pennsylvania).—December 11, 1905, indictment found under the interstate commerce and Elkins acts for granting rebates on essence for coffee from Philadelphia to Winnipeg, Canada; case still pending.



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*United States* v. *Suffolk & Carolina Rwy. Co.* (District Court, Virginia).—January 10, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of logs from Center Hill, N. C., to Suffolk, Va.; case still pending.

*United States* v. *Bosley* (District Court, Virginia).—January 10, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of logs from Center Hill, N. C., to Suffolk, Va.; case still pending.

*United States* v. *Gay Manufacturing Co.* (District Court, Virginia).—January 10, 1906, indictment found under the interstate commerce and Elkins acts for receiving rebates on shipments of logs from Center Hill, N. C, to Suffolk, Va.; case still pending.

*United States* v. *N. Y. C. & H. R. R. Co.* (District Court, New York).—January 10, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on general electric supplies from Schenectady, N. Y., to points outside of New York; case still pending.

*United States* v. *D. & H. Co.* (District Court, New York).—January 10, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on general electric supplies from Schenectady, N. Y., to points outside of New York; case still pending.

*In re Reichman* (District Court, Illinois).— ———, 1905, Reichman, an officer of Street's Western Car Lines, refused to answer certain questions put to him by Commission. The proceeding involved excessive charges of private car lines. Reichman contended that Elkins Act did not apply to private car lines; ———, 1905, proceedings instituted in court to compel Reichman to testify; February 27, 1906, court ordered Reichman to answer the questions, and construed the Elkins Act against his contention.

*United States* v. *American Sugar Refining Co.* (District Court, New York).—March 24, 1905, indictment found under the interstate commerce and Elkins acts for receiving rebates on shipments of sugar over N. Y. C. and H. R. R. from New York to Cleveland; case still pending.

*United States* v. *American Sugar Refining Co. et al.* (District Court, New York).—May 4, 1906, indictment found under the interstate commerce and Elkins acts for soliciting and receiving rebates on shipments of sugar from New York to Detroit over N. Y. C. and H. R. R.; case still pending.

*United States* v. *American Sugar Refining Co. et al.* (District Court, New York).—May 4, 1906, indictment found under the interstate commerce and Elkins acts for soliciting and receiving rebates on shipments of sugar from New York to Detroit over N. Y. C. & H. R. R. (second indictment); case still pending.

*United States* v. *N. Y. C. & H. R. R. Co.* (District Court, New York).—March 24, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of sugar from New York City to Cleveland; case still pending.

*United States* v *N. Y. C. & H. R. R. Co. et al.* (District Court, New York).—May 4, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of sugar from New York to Detroit; case still pending.

*United States* v. *N. Y. C. and H. R. R. Co. et al.* (District Court, New York).—May 4, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of sugar from New York to Detroit; case still pending.

*United States* v. *Guilford et al.* (District Court, New York).—May 4, 1906, indictment found under the interstate commerce and Elkins acts for conspiracy to grant rebates on shipments of sugar from New York City to Detroit; case still pending.

*United States* v. *A., T. and S. F. R. Co.* (District Court, New Mexico).—June 1, 1906, indictment found under the interstate commerce and Elkins acts for granting rebates on shipments of coal from Starville, Colo., to Deming, N. Mex.; case still pending.

*United States* v. *Colorado Fuel and Iron Co.* (District Court, New Mexico).—June 1, 1906, indictment found under the interstate commerce and Elkins acts for receiving rebates on shipments of coal from Starville, Colo., to Deming, N. Mex.; case still pending.

*United States* v. *Milwaukee Refrigerator Transit Co. et al.* (Circuit Court, Wisconsin).— ———, 1905, petition filed under the Elkins law for an injunction to prevent payment of rebates on shipments of beer; December 28, 1905, demurrers overruled and motion to strike out denied; May 31, 1906, Circuit Court granted injunction as to all defendants except the Pabst Brewing Company. The other defendants were: Pere Marquette R. Co., Erie R. Co., C., R. I. and P. R. Co., St. L. and S. F. R. Co., Wis. Cent. R. Co., and C. and A. R. Co.

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## SUMMARY.

### CASES UNDER ACT TO REGULATE COMMERCE.

*President Cleveland's first Administration, 1885–1889.*—One indictment for giving rebates: Nol-prossed.

*President Harrison's Administration, 1889–1893.*—Thirteen indictments for charging less than tariff rates: 2 convictions as to one defendant; nol-prossed as to others. In one case defendant fined $3,000; in the other, defendant fined $1 and costs; 7 nol-prossed; 1 acquittal; 2 quashed; 1 dismissed. One indictment for prejudice in transporting goods: Quashed. Four indictments for failure to post tariffs: 2 nol-prossed; 2 quashed.

Two indictments for false weighing, 2 convictions—defendant in one case fined $100 on each count, in the other two, defendants each fined $2,000 and sentenced to prison for 18 months; both pardoned; 1 indictment for selling tickets at less than tariff rates, acquitted; 2 indictments for false billing, 1 conviction—defendant fined $100, 1 nol-prossed; 10 indictments for inducing and conspiring to discriminate, 6 nol-prossed, 2 acquitted, 2 quashed; 2 indictments for giving rebates, 1 nol-prossed as to one defendant, other defendant acquitted, 1 nol-prossed.

Total: thirty-five indictments, 5 convictions, 18 nol-prossed, 7 quashed, 1 dismissed, 4 acquitted.

Ten petitions to enforce orders of Commission, 7 dismissed, 1 case discontinued, 1 pending, 1 granted; 2 proceedings to compel witness to testify before grand jury dismissed.

*President Cleveland's Second Administration, 1893–1897.*—One indictment for discrimination in sale of tickets, dismissed; 4 indictments for charging less than tariff rates, 1 conviction as to one and nol-prossed as to other defendant; 3 convictions, 1 case defendant fined $1,000; 1 case two defendants each fined $4,000; 1 case two defendants each fined $50; 1 case defendant fined costs; 5 indictments for giving rebates, 3 nolle prossed, 1 acquitted as to one, nol-prossed as to other defendants; 1 conviction, defendant fined $500; 3 indictments for inducing to discriminate, all quashed; 4 indictments for false billing, 1 defendant convicted and other acquitted; convicted party fined $350; 3 nol-prossed; 2 indictments for issuing free passes, both quashed.

Total: Nineteen indictments, 6 convictions, 1 dismissal, 8 nol-prossed, 3 quashed, 1 acquitted.

Seventeen petitions to enforce orders of Commission: 11 dismissed, 3 discontinued, 1 modified order of Commission complied with and case dismissed, 1 order complied with and case discontinued, 1 pending. One original petition to restrain defendants from making discriminatory rates, dismissed; 1 prosecution for contempt to compel witness to testify, defendant convicted, application for habeas corpus denied; 64 petitions for mandamus to compel filing of annual reports: 2 dismissed, 1 granted, 61 discontinued because carriers agreed to comply.

### PRESIDENT MCKINLEY'S ADMINISTRATION, 1897–1901 (SEPTEMBER 14).

Twelve indictments for giving rebates, against same parties, not prosecuted; 2 indictments for departure from published rates; in both cases 1 defendant convicted—nol-prossed as to other, in both cases defendant fined $350; 3 indictments for false billing, 1 nol-prossed, 1 conviction, defendant fined $1,000, 1 acquittal; 1 indictment for conspiracy, nol-prossed; 1 indictment for obstructing administration of act, conviction, defendant fined $500; 3 indictments for false weighing, 1 conviction as to one defendant, fined $1,000, nol-prossed as to others, 2 nol-prossed.

Total: Twenty-two indictments, 5 convictions, 1 acquittal, 4 nol-prossed, 12 not prosecuted; 5 petitions to enforce orders of commission, 3 dismissed, 1 discontinued, 1 granted; 1 petition to declare pooling combination illegal, granted.

*President Roosevelt's administration, September 14, 1901–June, 1906.*—Two indictments for charging less than established rates, 2 nol-prossed; 4 indictments for pooling, 1 dismissed, 3 nol-prossed.

Total, 6 indictments; 5 nol-prossed, 1 dismissed.

Eight petitions to enjoin departure from published rates, temporary injunctions granted and answer filed; 10 petitions to enforce orders of Commission, 1 defendant complied and petition dismissed, 3 petitions dismissed, 2 injunctions granted, 1 discontinued, 3 pending; 3 petitions to compel filing of annual reports, 1 dismissed, 2 discontinued.

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CASES UNDER ELKINS ACT.

Eleven indictments for receiving rebates—5 convictions, in one case defendants, fined $1,025 each, in four cases defendant corporation fined $15,000; 1 acquittal, 5 pending; 19 indictments for granting rebates—1 conviction, defendant corporation fined $40,000, 2 individual defendants fined $10,000 each, 2 nol-prossed, 16 pending; 5 indictments for conspiring to obtain rebates—3 convictions, in one case defendant fined $1,025, in one case one defendant fined $6,000 and given 6 months in jail and the other fined $4,000 and given 3 months, in one case defendants fined in the aggregate $25,000, 1 nol-prossed, 1 acquittal; 1 indictment for conspiring to grant rebates, pending.

Total: 36 indictments, 9 convictions, 2 acquittals, 3 nol-prossed, 22 pending.[a]

Six petitions to enjoin departure from published rates, temporary injunctions granted; 1 petition to enforce order of commission, dismissed; 1 petition to restrain railroad from giving preferences and rebates, granted; 1 petition to compel filing of annual reports, discontinued; 2 proceedings to require defendants to testify, both successful.

*Statement showing amount expended under appropriation "Enforcement of antitrust laws."*

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| W. A. Day | March, 1903 | Salary | $291.67 | $291.67 |
| W. A. Day | April, 1903 | do | 576.90 | |
| M. D. Purdy | do | do | 412.10 | |
| W. M. Collier | do | do | 210.16 | |
| J. C. Morcock | do | do | 35.16 | 1,234.32 |
| D. T. Watson | May, 1903 | Expenses | 500.90 | |
| Do | do | Salary | 10,000.00 | |
| W. A. Day | do | do | 596.20 | |
| M. D. Purdy | do | do | 425.80 | |
| W. M. Collier | do | do | 383.20 | |
| J. C. Morcock | do | do | 136.20 | 12,042.30 |
| Smith Bros. | June, 1903 | Expenses | 180.00 | |
| R. S. Taylor | do | | 80.00 | |
| W. A. Day | do | Salary | 576.90 | |
| M. D. Purdy | do | do | 412.10 | |
| W. M. Collier | do | do | 370.90 | |
| G. C. Todd | do | do | 39.56 | |
| J. C. Morcock | do | do | 131.90 | |
| J. H. Graves | do | do | 131.90 | 1,923.26 |
| W. A. Day | July, 1903 | do | 589.70 | |
| M. D. Purdy | do | do | 421.20 | |
| W. M. Collier | do | do | 379.10 | |
| G. C. Todd | do | do | 134.80 | |
| J. C. Morcock | do | do | 134.80 | |
| J. H. Graves | do | do | 134.80 | 1,794.40 |
| W. A. Day | August, 1903 | do | 589.70 | |
| M. D. Purdy | do | do | 421.20 | |
| W. M. Collier | do | do | 379.10 | |
| G. C. Todd | do | do | 134.80 | |
| J. C. Morcock | do | do | 134.80 | |
| J. H. Graves | do | do | 134.80 | |
| W. J. Hughes | do | Expenses | 23.85 | 1,818.25 |
| W. A. Day | September, 1903 | do | 61.50 | |
| Do | do | Salary | 570.60 | |
| M. D. Purdy | do | do | 407.60 | |
| W. M. Collier | do | do | 366.80 | |
| G. C. Todd | do | do | 130.40 | |
| J. C. Morcock | do | do | 130.40 | |
| J. H. Graves | do | do | 130.40 | 1,797.70 |
| W. A. Day | October, 1903 | do | 589.70 | |
| M. D. Purdy | do | do | 421.20 | |
| W. M. Collier | do | do | 379.10 | |
| G. C. Todd | do | do | 134.80 | |
| J. C. Morcock | do | do | 134.80 | |
| J. H. Graves | do | do | 30.43 | 1,690.03 |

[a] These indictments were returned within the last month or two, and the cases will be shortly brought to trial.

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*Statement showing amount expended under appropriation "Enforcement of antitrust laws"*—Continued.

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| W. A. Day | November, 1903 | Salary | $570.60 | |
| M. D. Purdy | do | do | 407.60 | |
| W. M. Collier | do | do | 366.80 | |
| G. C. Todd | do | do | 130.40 | |
| J. C. Morcock | do | do | 130.40 | |
| | | | | $1,605.80 |
| H. N. Saxton | December, 1903 | Expenses | 127.73 | |
| W. A. Day | do | Salary | 589.70 | |
| M. D. Purdy | do | do | 421.20 | |
| W. M. Collier | do | do | 379.10 | |
| G. C. Todd | do | do | 134.80 | |
| J. C. Morcock | do | do | 134.80 | |
| | | | | 1,787.33 |
| W. A. Day | January, 1904 | do | 596.20 | |
| M. D. Purdy | do | do | 425.80 | |
| W. M. Collier | do | do | 383.20 | |
| G. C. Todd | do | do | 170.30 | |
| J. C. Morcock | do | do | 136.30 | |
| | | | | 1,711.80 |
| W. A. Day | February, 1904 | do | 557.60 | |
| M. D. Purdy | do | do | 398.40 | |
| W. M. Collier | do | do | 358.60 | |
| G. C. Todd | do | do | 159.40 | |
| J. C. Morcock | do | do | 127.40 | |
| | | | | 1,601.40 |
| J. L. Harr | March, 1904 | Expenses | 156.00 | |
| W. A. Day | do | Salary | 596.20 | |
| M. D. Purdy | do | do | 425.80 | |
| W. M. Collier | do | do | 383.20 | |
| G. C. Todd | do | do | 170.30 | |
| J. C. Morcock | do | do | 136.30 | |
| | | | | 1,867.80 |
| W. A. Day | April, 1904 | do | 576.90 | |
| M. D. Purdy | do | do | 412.10 | |
| W. M. Collier | do | do | 370.90 | |
| G. C. Todd | do | do | 164.80 | |
| J. C. Morcock | do | do | 131.90 | |
| | | | | 1,656.60 |
| W. A. Day | May, 1904 | do | 596.20 | |
| M. D. Purdy | do | do | 425.80 | |
| W. M. Collier | do | do | 383.20 | |
| G. C. Todd | do | do | 170.40 | |
| J. C. Morcock | do | do | 136.20 | |
| | | | | 1,711.80 |
| W. A. Day | June, 1904 | do | 576.90 | |
| M. D. Purdy | do | do | 412.10 | |
| W. M. Collier | do | do | 370.90 | |
| G. C. Todd | do | do | 164.80 | |
| J. C. Morcock | do | do | 131.90 | |
| | | | | 1,656.60 |
| G. C. Todd | September, 1904 | do | 500.00 | 500.00 |
| G. C. Todd | October, 1904 | do | 166.66 | |
| H. C. Dickey | do | Salary and expenses | 102.90 | |
| T. I. Porter | do | do | 358.30 | |
| E. T. McHugh | do | do | 41.35 | |
| E. A. Gormon | do | do | 34.45 | |
| E. P. McAdams | do | do | 88.25 | |
| | | | | 791.91 |
| O. E. Pagin | November, 1904 | Expenses | 145.08 | |
| T. I. Porter | do | Salary and expenses | 111.36 | |
| E. P. McAdams | do | do | 146.40 | |
| T. I. Porter | do | do | 570.66 | |
| E. A. Gormon | do | do | 59.75 | |
| O. E. Pagin | do | Expenses | 95.06 | |
| D. W. Meredith | do | do | 17.50 | |
| G. C. Todd | do | Salary | 166.67 | |
| | | | | 1,610.48 |
| E. J. McHugh | December, 1904 | Salary and expenses | 67.00 | |
| E. A. Gormon | do | do | 77.35 | |
| E. P. McAdams | do | do | 219.75 | |
| T. I. Porter | do | do | 185.40 | |
| E. P. McAdams | do | do | 155.50 | |
| G. C. Todd | do | do | 166.67 | |
| O. E. Pagin | do | Salary | 1,537.50 | |
| | | | | 2,409.17 |
| T. I. Porter | January, 1905 | Salary and expenses | 53.32 | |
| E. J. McHugh | do | do | 151.38 | |
| G. C. Todd | do | Salary | 208.33 | |
| | | | | 413.03 |



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*Statement showing amount expended under appropriation "Enforcement of antitrust laws"*—Continued.

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| E. J. McHugh | February, 1905 | Salary and expenses | $167.17 | |
| T. I. Porter | do | do | 62.77 | |
| G. C. Todd | do | Salary | 208.33 | |
| F. B. Kellogg | do | do | 500.00 | |
| H. W. Taft | do | do | 1,000.00 | |
| E. N. Hill | do | do | 1,000.00 | |
| J. Harmon | do | do | 1,000.00 | |
| F. N. Judson | do | do | 1,000.00 | |
| | | | | $4,958.27 |
| B. and O. R. R. Co | March, 1905 | Transportation | 17.50 | |
| Pennsylvania R. R. Co | do | do | 25.00 | |
| V. N. Roadstrum | do | Salary and expenses | 383.45 | |
| J. D. Maher | do | do | 122.80 | |
| E. J. McHugh | do | do | 188.90 | |
| T. I. Porter | do | do | 175.56 | |
| Do | do | do | 110.86 | |
| Do | do | do | 248.64 | |
| Do | do | do | 167.42 | |
| Do | do | do | 336.89 | |
| Do | do | do | 224.72 | |
| E. St. Clair | do | Expenses | 38.89 | |
| E. St. Clair | do | Salary | 166.67 | |
| G. C. Todd | do | do | 208.34 | |
| | | | | 2,415.64 |
| O. E. Pagin | April, 1905 | Expenses | 123.10 | |
| V. N. Roadstrum | do | Salary and expenses | 466.30 | |
| E. St. Clair | do | do | 180.52 | |
| T. I. Porter | do | do | 572.47 | |
| S. E. Simonson | do | do | 183.70 | |
| do | do | do | 211.83 | |
| J. D. Maher | do | do | 229.60 | |
| E. J. McHugh | do | do | 209.82 | |
| G. B. Porter | do | Expenses | 20.50 | |
| T. I. Porter | do | Salary and expenses | 235.84 | |
| do | do | do | 135.63 | |
| J. D. Maher | do | do | 162.35 | |
| G. C. Todd | do | do | 208.33 | |
| | | | | 2,939.99 |
| Pullman Co | May, 1905 | Transportation | 5.00 | |
| O. E. Pagin | do | Expenses | 182.65 | |
| V. N. Roadstrum | do | Salary and expenses | 490.05 | |
| H. B. Duncan | do | Salary | 50.00 | |
| E. St. Clair | do | Salary and expenses | 181.96 | |
| T. I. Porter | do | do | 4,181.42 | |
| S. E. Simonson | do | do | 310.49 | |
| W. J. McDermott | do | do | 128.57 | |
| do | do | do | 112.65 | |
| A. M. Tillman | do | do | 175.05 | |
| N. C. Dolan | do | do | 198.95 | |
| G. E. Washer | do | do | 179.40 | |
| R. H. Taylor | do | do | 218.40 | |
| H. B. Duncan | do | do | 200.00 | |
| F. M. Tate | do | do | 221.45 | |
| H. T. Donaghy | do | do | 226.70 | |
| G. C. Todd | do | Salary | 208.33 | |
| O. E. Pagin | do | do | 1,963.88 | |
| F. H. Levy | do | do | 550.00 | |
| E. N. Hill | do | do | 700.00 | |
| | | | | 10,484.95 |
| V. N. Roadstrum | June, 1905 | Salary and expenses | 513.04 | |
| E. St. Clair | do | do | 180.12 | |
| E. J. McHugh | do | do | 245.40 | |
| G. E. Burns | do | do | 348.10 | |
| E. A. Gormon | do | do | 125.45 | |
| O. E. Pagin | do | do | 188.37 | |
| T. I. Porter | do | do | 939.13 | |
| W. J. McDermott | do | Salary | 120.00 | |
| L. Richey | do | Salary and expenses | 330.65 | |
| O. F. Klinke | do | do | 254.30 | |
| W. J. McDermott | do | Salary | 120.00 | |
| R. F. and P. R. R | do | Transportation | 50.00 | |
| G. T. Rwy | do | do | 26.20 | |
| Tenn. Cent. R. R | do | do | 9.65 | |
| Pullman Co | do | do | 10.00 | |
| Penna. R. R | do | do | 22.00 | |
| Penna. R. R | do | do | 17.00 | |
| G. C. Todd | do | Salary | 208.34 | |
| E. N. Hill | do | do | 200.00 | |
| F. B. Kellogg | do | do | 2,500.00 | |
| F. H. Levy | do | do | 1,000.00 | |
| H. W. Taft | do | do | 1,000.00 | |
| | | | | 8,407.75 |

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*Statement showing amount expended under appropriation "Enforcement of antitrust laws"*—Continued.

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| C. C. C. and St. L. Rwy | June, 1905 | Transportation | $35.00 | |
| H. B. Duncan | do | Salary | 200.00 | |
| E. St. Clair | do | Salary and expenses | 175.32 | |
| O. E. Pagin | do | Expenses | 117.85 | |
| T. I. Porter | do | Salary and expenses | 100.67 | |
| V. N. Roadstrum | do | do | 477.99 | |
| G. E. Burns | do | do | 251.40 | |
| E. J. McHugh | do | do | 222.80 | |
| L. Richey | do | do | 270.75 | |
| T. I. Porter | do | do | 115.20 | |
| S. E. Simonson | do | do | 408.99 | |
| Do | do | do | 335.24 | |
| M. D. Purdy | do | Expenses | 73.75 | |
| A. B. Clark | do | Salary and expenses | 40.00 | |
| G. Starek | do | do | 610.00 | |
| H. M. Stackhouse | do | do | 4.20 | |
| M. D. Purdy | do | Expenses | 152.73 | |
| W. J. McDermott | do | Salary | 150.00 | |
| G. C. Todd | do | do | 208.33 | |
| J. H. Graves | do | do | 208.33 | |
| F. H. Levy | do | do | 100.00 | |
| E. N. Hill | do | do | 200.00 | |
| F. N. Judson | do | do | 4,000.00 | |
| J. Harman | do | do | 4,000.00 | |
| | | | | $12,458.55 |
| H. B. Duncan | August, 1905 | Salary and expenses | 253.90 | |
| T. K. Bruner | do | do | 67.50 | |
| W. D. Miles | do | do | 194.00 | |
| V. N. Roadstrum | do | do | 458.68 | |
| E. St. Clair | do | Salary | 166.66 | |
| T. I. Porter | do | Salary and expenses | 425.12 | |
| G. E. Burns | do | do | 248.00 | |
| E. J. McHugh | do | do | 217.00 | |
| O. E. Pagin | do | Expenses | 216.07 | |
| L. Richey | do | Salary and expenses | 168.00 | |
| E. P. Grosvenor | do | do | 128.83 | |
| J. F. Johnson | do | Expenses | 25.00 | |
| E. N. Hill | do | Salary | 150.00 | |
| G. C. Todd | do | do | 208.33 | |
| J. H. Graves | do | do | 208.33 | |
| A. K. Morrison | do | do | 25.00 | |
| | | | | 3,152.42 |
| L. & N. R. R. Co | September, 1905 | Transportation | 25.00 | |
| S. Ry. Co | do | do | 19.95 | |
| V. N. Roadstrum | do | Salary and expenses | 388.39 | |
| W. J. McDermott | do | Salary | 120.00 | |
| E. P. Grosvenor | do | do | 125.00 | |
| Do | do | Expenses | 11.95 | |
| O. E. Pagin | do | do | 208.60 | |
| F. M. Tate | do | Salary and expenses | 287.50 | |
| M. J. Thomas | do | do | 53.10 | |
| H. B. Duncan | do | do | 206.35 | |
| E. J. McHugh | do | do | 226.45 | |
| E. St. Clair | do | do | 168.57 | |
| Gunthrop-Warren Printing Co. | do | Expenses | 17.50 | |
| I. Porter | do | Salary and expenses | 276.37 | |
| E. P. Grosvenor | do | Expenses | 55.81 | |
| Do | do | do | 26.75 | |
| Do | do | Salary and expenses | 233.13 | |
| O. E. Pagin | do | Salary | 833.34 | |
| F. H. Levy | do | do | 500.00 | |
| E. N. Hill | do | do | 200.00 | |
| G. C. Todd | do | do | 208.34 | |
| J. H. Graves | do | do | 208.34 | |
| A. K. Morrison | do | do | 75.00 | |
| | | | | 4,470.44 |
| E. St. Clair | October, 1905 | Salary | 166.67 | |
| V. N. Roadstrum | do | Salary and expenses | 405.12 | |
| W. J. McDermott | do | Salary | 150.00 | |
| H. B. Duncan | do | Salary and expenses | 294.00 | |
| O. E. Pagin | do | Expenses | 120.51 | |
| T. I. Porter | do | Salary and expenses | 240.94 | |
| H. T. Donaghy | do | do | 264.00 | |
| F. M. Tate | do | do | 216.95 | |
| L. Richey | do | do | 212.25 | |
| M. J. Thomas | do | do | 212.66 | |
| E. J. McHugh | do | do | 241.35 | |
| E. A. Gormon | do | do | 135.80 | |
| M. J. Thomas | do | do | 26.50 | |
| B. Davis | do | Salary | 133.33 | |

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*Statement showing amount expended under appropriation "Enforcement of antitrust laws"*—Continued.

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| H. M. Stackhouse | October, 1905 | Salary and expenses | $5.00 | |
| J. H. Graves | do | Expenses | 16.60 | |
| E. P. Grosvenor | do | Salary and expenses | 229.01 | |
| W. J. McDermott | do | Salary | 120.00 | |
| G. C. Todd | do | do | 90.28 | |
| J. H. Graves | do | do | 208.33 | |
| A. K. Morrison | do | do | 52.50 | |
| A. F. Embry | do | do | 33.33 | |
| E. N. Hill | do | do | 125.00 | |
| F. H. Levy | do | do | 150.00 | |
| H. W. Taft | do | do | 350.00 | |
| Pullman Co | do | Transportation | 10.00 | |
| Pennsylvania R. R | do | do | 10.00 | |
| Pullman Co | do | do | 5.00 | |
| Atlantic Coast Line | do | do | 7.75 | |
| | | | | $4,232.88 |
| V. N. Roadstrum | November, 1905 | Salary and expenses | 395.58 | |
| B. Davis | do | Salary | 200.00 | |
| E. St. Clair | do | do | 166.66 | |
| T. I. Porter | do | Salary and expenses | 319.12 | |
| H. T. Donaghy | do | do | 219.50 | |
| E. J. McHugh | do | do | 248.63 | |
| F. M. Tate | do | do | 248.40 | |
| L. Richey | do | do | 248.50 | |
| H. B. Duncan | do | do | 297.70 | |
| E. A. Gormon | do | do | 28.00 | |
| O. E. Pagin | do | Expenses | 206.60 | |
| M. D. Purdy | do | do | 118.15 | |
| H. B. Duncan | do | Salary and expenses | 356.14 | |
| J. H. Graves | do | Salary | 208.33 | |
| A. F. Embry | do | do | 100.00 | |
| E. N. Hill | do | do | 200.00 | |
| | | | | 3,561.31 |
| B. & O. R. R | December, 1905 | Transportation | 54.00 | |
| Cent. of Ga. R. R | do | do | 25.00 | |
| Seaboard Air Line Rwy | do | do | 6.40 | |
| W. J. McDermott | do | Salary | 120.00 | |
| V. N. Roadstrum | do | Salary and expenses | 379.14 | |
| B. Davis | do | Salary | 200.00 | |
| E. St. Clair | do | do | 166.67 | |
| E. P. Grosvenor | do | do | 166.67 | |
| O. E. Pagin | do | Expenses | 137.55 | |
| T. I. Porter | do | Salary and expenses | 324.17 | |
| E. J. McHugh | do | do | 240.66 | |
| L. Richey | do | do | 240.00 | |
| F. M. Tate | do | do | 241.02 | |
| H. T. Donaghy | do | do | 240.20 | |
| J. N. Golding | do | Expenses | 50.00 | |
| Gunthorp-Warren Printing Co. | do | do | 18.00 | |
| O. E. Pagin | do | do | 141.35 | |
| Do | do | Salary | 2,500.00 | |
| J. H. Graves | do | do | 208.34 | |
| A. F. Embry | do | do | 70.00 | |
| | | | | 5,529.17 |
| H. B. Duncan | January, 1906 | Salary and expenses | 424.84 | |
| W. J. McDermott | do | Salary | 156.00 | |
| W. D. Miles | do | Salary and expenses | 53.83 | |
| V. N. Roadstrum | do | do | 435.01 | |
| E. St. Clair | do | Salary | 166.67 | |
| F. M. Tate | do | Salary and expenses | 254.30 | |
| H. T. Donaghy | do | do | 155.50 | |
| E. J. McHugh | do | do | 253.92 | |
| T. I. Porter | do | do | 319.92 | |
| B. Davis | do | Salary | 200.00 | |
| L. Richey | do | Salary and expenses | 254.46 | |
| C. Starek | do | do | 60.00 | |
| J. N. Golding | do | Expenses | 50.00 | |
| New York Telephone Co | do | do | 7.20 | |
| Do | do | do | 7.00 | |
| E. P. Grosvenor | do | Salary | 166.67 | |
| J. M. Beck | do | do | 7,500.00 | |
| F. B. Kellogg | do | do | 6,000.00 | |
| J. H. Graves | do | do | 208.33 | |
| H. B. Duncan | do | Salary and expenses | 391.90 | |
| Penna. R. R | do | Transportation | 4.00 | |
| B. & O. R. R | do | do | 138.00 | |
| S. Rwy. Co | do | do | 37.20 | |
| L. & N. R. R | do | do | 9.07 | |
| N. Y. C. & H. R. R. R | do | do | 2.60 | |

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*Statement showing amount expended under appropriation "Enforcement of antitrust laws"*—Continued.

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| Pullman Co | January, 1906 | Transportation | $35.00 | |
| D., L. & W. R. R | do | do | 8.70 | |
| P. & R. Rwy | do | do | 8.25 | |
| West. Rwy. of Ala | do | do | 14.10 | |
| | | | | $17,322.47 |
| E. P. Grosvenor | February 1906 | Salary and expenses | 180.66 | |
| W. J. McDermott | do | Salary | 120.00 | |
| E. St. Clair | do | do | 166.66 | |
| B. Davis | do | do | 200.00 | |
| J. N. Golding | do | Expenses | 50.00 | |
| New York Telephone Co | do | do | 7.00 | |
| T. I. Porter | do | Salary and expenses | 288.32 | |
| H. T. Donaghy | do | do | 248.00 | |
| E. J. McHugh | do | do | 248.68 | |
| L. Richey | do | do | 248.00 | |
| F. M. Tate | do | do | 259.28 | |
| V. N. Roadstrum | do | do | 436.30 | |
| O. E. Pagin | do | Expenses | 107.96 | |
| W. J. McDermott | do | Salary | 120.00 | |
| H. B. Duncan | do | Salary and expenses | 345.39 | |
| V. N. Roadstrum | do | do | 418.08 | |
| H. W. Taft | do | Expenses | 322.80 | |
| E. P. Grosvenor | do | Salary | 166.67 | |
| J. N. Golding | do | Expenses | 50.00 | |
| E. St. Clair | do | Salary | 166.67 | |
| J. H. Graves | do | do | 208.33 | |
| Caroline Osborn | do | do | 32.50 | |
| Mary B. Wright | do | do | 7.50 | |
| F. H. Levy | do | do | 250.00 | |
| E. T. Sanford | do | do | 1,000.00 | |
| B. & O. R. R | do | Transportation | 17.50 | |
| | | | | 5,666.29 |
| O. E. Pagin | March, 1906 | Expenses | 178.65 | |
| T. I. Porter | do | Salary and expenses | 254.00 | |
| E. J. McHugh | do | do | 224.62 | |
| L. Richey | do | do | 175.25 | |
| H. T. Donaghy | do | do | 224.00 | |
| F. M. Tate | do | do | 228.36 | |
| B. Davis | do | Salary | 200.00 | |
| W. S. Gregg | do | Expenses | 15.60 | |
| New York Telephone Co | do | do | 8.00 | |
| J. H. Graves | do | do | 91.85 | |
| H. T. Donaghy | do | Salary and expenses | 121.55 | |
| F. M. Tate | do | do | 133.05 | |
| J. H. Graves | do | Expenses | 14.45 | |
| L. Richey | do | Salary and expenses | 176.00 | |
| E. J. McHugh | do | do | 194.10 | |
| O. E. Pagin | do | Expenses | 160.85 | |
| C. L. Reed | do | Salary | 35.00 | |
| V. N. Roadstrum | do | Salary and expenses | 455.60 | |
| W. J. McDermott | do | Salary | 150.00 | |
| B. Davis | do | do | 200.00 | |
| J. H. Graves | do | do | 308.31 | |
| Caroline Osborn | do | do | 20.00 | |
| Mary B. Wright | do | do | 75.00 | |
| E. C. Crow | do | do | 1,000.00 | |
| C. H. Krum | do | do | 1,000.00 | |
| C. Nagel | do | do | 1,000.00 | |
| H. W. Taft | do | do | 2,000.00 | |
| N. C. & St. L. Rwy | do | Transportation | 21.00 | |
| S. Rwy. Co | do | do | 16.25 | |
| | | | | 8,581.52 |
| E. Kurtz | April, 1906 | Expenses | 340.70 | |
| E. P. Grosvenor | do | Salary and expenses | 183.23 | |
| H. M. Eaton | do | Expenses | 40.00 | |
| E. St. Clair | do | Salary | 166.67 | |
| H. B. Duncan | do | Salary and expenses | 472.00 | |
| J. N. Golding | do | Expenses | 50.00 | |
| New York Telephone Co | do | do | 10.06 | |
| T. I. Porter | do | Salary and expenses | 220.57 | |
| A. E. Garner | do | Expenses | 112.18 | |
| Bennett, Morgan & Boos | do | do | 3,292.68 | |
| F. M. Hosier | do | do | 12.50 | |
| J. H. Graves | do | do | 27.95 | |
| J. B. Hill | do | do | 6.00 | |
| W. A. Hilton | do | do | 12.00 | |
| W. J. McDermott | do | Salary | 120.00 | |
| E. St. Clair | do | do | 166.66 | |
| B. Davis | do | do | 200.00 | |
| H. B. Duncan | do | Salary and expenses | 316.37 | |

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*Statement showing amount expended under appropriation "Enforcement of antitrust laws"*—Continued.

| Name. | When paid. | Paid for. | Amount. | Total. |
|---|---|---|---|---|
| J. H. Graves | April, 1906 | Salary | $208.33 | |
| Mary B. Wright | do | do | 75.00 | |
| A. E. Garner | do | do | 500.00 | |
| E. N. Hill | do | do | 200.00 | |
| Alex. Simpson, jr | do | do | 1,000.00 | |
| C. E. Hughes | do | do | 1,000.00 | |
| O. E. Pagin | do | do | 1,375.00 | |
| Do | do | do | 291.66 | |
| Pullman Co | do | Transportation | 5.00 | |
| S. Rwy. Co | do | do | 13.20 | |
| B. and O. R. R | do | do | 17.00 | |
| | | | | $10,434.76 |
| E. P. Grosvenor | May, 1906 | Salary and expenses | 173.16 | |
| O. E. Pagin | do | Expenses | 57.55 | |
| Underwood Typewriter Co | do | do | 7.50 | |
| V. N. Roadstrum | do | Salary and expenses | 458.60 | |
| J. H. Graves | do | Expenses | 43.15 | |
| J. N. Golding | do | do | 50.00 | |
| New York Telephone Co | do | do | 8.40 | |
| Parker Bailey | do | Salary and expenses | 258.24 | |
| J. H. Graves | do | Expenses | 134.80 | |
| W. J. Boggs | do | Salary | 125.00 | |
| W. J. McDermott | do | do | 120.00 | |
| H. B. Duncan | do | Salary and expenses | 388.96 | |
| R. H. Maxson | do | Expenses | 450.00 | |
| J. H. Graves | do | Salary | 208.33 | |
| E. T. Sanford | do | do | 1,000.00 | |
| O. E. Pagin | do | do | 416.67 | |
| Penna. Co | do | Transportation | 38.50 | |
| P. and R. Ry | do | do | 17.00 | |
| B. and O. R. R | do | do | 17.50 | |
| | | | | 3,973.36 |
| V. N. Roadstrum | June, 1906 | Salary and expenses | 456.58 | |
| O. E. Pagin | do | Expenses | 190.59 | |
| J. N. Golding | do | do | 50.00 | |
| New York Telephone Co | do | do | 14.60 | |
| Parker Bailey | do | Salary | 200.00 | |
| E. P. Grosvenor | do | do | 166.67 | |
| P. S. Hichborn | do | Expenses | 37.20 | |
| W. E. Gortner | do | do | 58.60 | |
| O. E. Pagin | do | Salary | 205.00 | |
| J. H. Graves | do | do | 100.00 | |
| P. S. Hishborn | do | do | 25.00 | |
| Charles Quarles | do | do | 2,000.00 | |
| H. W. Taft | do | do | 2,500.00 | |
| F. H. Levy | do | do | 1,500.00 | |
| E. N. Hill | do | do | 2,000.00 | |
| | | | | 9,504.24 |

RECAPITULATION.

| | | |
|---|---|---|
| Total amount appropriated | | $500,000.00 |
| Total amount expended | $159,709.66 | |
| Transferred to Interstate Commerce Commission by act of Congress | 45,000.00 | |
| | | 204,709.66 |
| Balance | | 295,290.34 |

The above covers the period from March 17, 1903, to June 28, 1906, inclusive.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 527.

# "A VINDICATION OF THE AMERICAN SOLDIER."

Mr. GALLINGER presented the following

**STATEMENT, ENTITLED "A VINDICATION OF THE AMERICAN SOLDIER," IT BEING AN ANSWER, BASED ON OFFICIAL REPORTS, TO THE CHARGES THAT INSUBORDINATION AND DEGENERACY ARE PREVALENT AMONG THE SOLDIERS OF THE UNITED STATES ARMY, AS THE ALLEGED RESULTS OF THE OPERATION OF THE ANTICANTEEN LAW.**

JUNE 29, 1906.—Ordered to be printed.

## CHARGES MADE AGAINST THE ARMY.

For a considerable time past there have appeared at intervals articles reflecting upon the discipline, personnel, and morale of the United States Army, averring that drunkenness and the disorders and offenses incident thereto are rapidly increasing; that the health of the Army is deteriorating owing to the infectious diseases contracted by the soldiers in the "vile resorts" around the army posts that are frequented by the soldiers since the abolition of the sale of beer in the canteen; and, finally, as the basis of all the other charges, that the character of the American soldier is such that if he can not procure intoxicants at camp or post he will rush to the basest resorts and drink the vilest liquors till drunkenness supervenes, and freely associate with the most degraded companions of either sex in the places which he visits in order to gratify his uncontrollable appetite; that over all this military officers have no control, and that against this state of things the army regulations are inoperative and military discipline powerless.

## A LIQUOR ORGAN'S ATTACK.

Thus a prominent paper known as Mida's Criterion, "devoted to the wholesale liquor and wine interests," as it announces on its title-page, contains the following assertions in its issue of October 1, 1904:

The canteen has been abolished and the effect of it has been bad. This can be proved in a way sufficiently conclusive to convince all who have not irrevocably prejudged the case. * * * The army officers have observed that the abolition of the canteen has resulted in greater drunkenness and debauchery.

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### NEWSPAPER CHARGES IN GENERAL.

Similar attacks upon the character of the American soldier and the discipline of the Army appear in papers not supposed to be devoted to the liquor interests, and published in widely separated localities, and this with a unanimity that indicates some central power as the directing influence and source of supply.

### A WONDERFUL UNANIMITY.

For instance, on August 3, 1904, there appeared simultaneously in the Columbus (Ohio) Citizen, the Harrisburg (Pa.) Telegraph, and the St. Louis (Mo.) Chronicle the following editorial:

An outspoken utterance in the annual report of Brig. Gen. William H. Carter, U. S. Army, commanding the Department of the Visayas, Philippines Division, illustrates how experienced army officers in actual command of troops regard the abolition of the army canteen. General Carter remarks that the establishment of new posts in his command has been followed "by the usual crop of saloons and the influx of disreputable people." Continuing, he says: "With the well-regulated post exchange of former days the weak soldiers had a choice of evils, and generally chose the lesser—the pure beer of the exchange. So long as the misguided Christian women of America insist upon carrying the canteen question into politics, young soldiers whose powers of resistance to temptation are below the normal or not firmly exercised will continue to fall victims to the plagues of the service in India and the Orient generally—drunkenness, dissolute company, and disease."

An ounce of such fact is worth a ton of theory.

Could the morals and tastes of army recruits be remodeled by legal enactment, the army canteen abolition would be ideal. But unfortunately army recruits are commonly men whose habits have been formed and hardened. As a rule, their liking for liquor has become fixed before they join the service. Indeed, their liking for liquor has much to do in making them failures in ordinary pursuits and driving them into the refuge which the Army offers. A moral theory, to be good, must fit the class to which it is applied. The best theories in the world, if misfits, become bad.

That the soldiers of the Army should be total abstainers is a condition devoutly to be wished. Such condition would, without question, make our Army the most efficient and invincible one among all the nations. But evidently such a condition is not to be brought about by the substitution of the saloon for the canteen.

It is not proposed here to discuss the statements contained in the article above quoted. Two points may, however, be touched upon in passing. As to the statement that what is called "the well-regulated post-exchange of former days" kept men away from outside saloons, and the implied statement that it kept saloons from "springing up" around the post, it is enough to say that wherever this claim has been investigated in any specific case it has been found false. Hon. Charles E. Littlefield in an article on the army canteen published in the North American Review of April and May, 1904, and reprinted in the Congressional Record of April 25, 1904, states the following facts regarding Washington Barracks and Fort Myer, Va.:

### OUTSIDE SALOONS IN SPITE OF CANTEEN.

The theory is that the establishment of the canteen drives the contiguous saloons out of business, and, conversely, that its discontinuance at once increases the number. This is the only theory that can justify the canteen. For instance, Major Seaman says regarding Washington Barracks, in Washington:

"Before the introduction of the canteen, Four-and-a-half street, for two or three squares from the point at which it entered the post, was lined with small saloons, in which liquor was dispensed to the soldiers. Almost immediately after the starting of the canteen at the barracks the effect was seen upon these establishments, and before the second month more than half of the liquor saloons had closed up and their proprietors had moved away."

The canteen was established at these barracks in 1889. The facts, as given me by Maj. Richard Sylvester, superintendent of the police department of the District of Columbia,

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are that there were only three saloons on Four-and-a-half street within "three squares from the point at which it entered the post" in 1889, and while two of them went out of existence shortly after the establishment of the canteen, in 1890 four wholesale liquor stores, where the law authorized the sale of liquor in quantities of not less than a pint, were established, two continuing one year and two three years, and that on the 2d of February, 1901, when the canteen was abolished, there were in this same location, "three squares from the point where it entered the post," four saloons—one more than when the canteen was established—and the number has not increased up to date. The facts show that the theory failed to materialize. Of Fort Myer, Major Seaman says: "Before the introduction of the canteen there were between ten and twenty low groggeries between the terminus of the street railway and the entrance to Arlington, largely depending upon the patronage of the troops. * * * And that after ten years of the canteen at the post only two of these were left." On the contrary, in that locality, instead of "between ten and twenty low groggeries," the commissioner of revenue of Alexandria County, Va., Mr. H. L. Holmes, informs me from his own actual knowledge that there were from three to four saloons open from 1880 to 1891, and instead of "only two of these being left" the records show that in 1900, the end of the canteen period, there were five in healthy working order.

Regarding Fort Snelling during the canteen period, Rev. J. C. Jackson wrote as follows while the canteen there was in full operation (report of the legislative department of the Anti-Saloon League, December 5, 1901, S. Doc. No. 133, p. 21):

COLUMBUS, OHIO, *December 7, 1900.*

DEAR SIR: I was in and around St. Paul and Minneapolis a great part of May, June, and July, 1898, and also during the month of April, 1899, engaged in temperance work. I was frequently at Fort Snelling and the Soldiers' Home, being a civil war veteran myself, and interested in these localities for historic reasons, as well as for purposes related to my work. I made a careful study of the canteen in Fort Snelling as to whether it kept soldiers from going outside for intoxicating drink. I was unable to see that it had any appreciable good effect in this regard. Soldiers came and went freely to the saloon a couple of hundred yards away at the end of the high bridge across the Mississippi. I saw dozens of them in the barroom of the restaurant and hotel where I lodged, at the end of the bridge, and other throngs were coming and going all the time to and from another saloon just across the street.

The trade in the saloons at the end of the bridge was enormous, the beer kegs being stacked in the streets in great ricks, the patronage being almost exclusively that from Fort Snelling. I saw the soldiers in Mendota at the saloons there. I saw them in large numbers in the saloons of Minnehaha Park station near, and in the saloons of Minneapolis and St. Paul, to which there is access in a few minutes by street railway from Fort Snelling.

The situation, in short, was that if a soldier did not get all the beer he wanted in Fort Snelling, he went outside a little way and easily procured all he desired, while many who did not care enough for it to go outside, yet drank from the canteen in the fort because it was handy.

The Fort Snelling canteen seemed to me to be only one more opportunity to drink, and one more source of temptation, of which there were already many in the region.

Very respectfully,

J. C. JACKSON, *Editor American Issue.*

Hon. JOSEPH R. HAWLEY,
*Chairman Committee on Military Affairs, United States Senate, Washington, D. C.*

Again on page 22 of the same document the following facts are given with regard to Fort Thomas, Ky., also during the canteen period:

CINCINNATI, OHIO, *December 3, 1900.*

MY DEAR MR. DINWIDDIE: In reference to the subject of the canteen at Fort Thomas, Ky. (just across from Cincinnati), you can say that while the canteen in the camp is in operation there has grown up at the entrance a row of saloons which have no local patronage except from the soldiers.

The sight of soldiers about the saloons of this city is common, and on some occasions that I have known of at the time their conduct on the cars going back has been offensive, to say the least.

Very truly, yours,

MELVILLE RITCHIE,
*Superintendent, Western Tract Society, 120 Elm Street.*

That the canteen as it now exists in the Soldiers' Home does not keep the men from frequenting outside resorts is proved by the

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facts given in the report of the Board of Managers for 1903, that 650 men were disciplined for drunkenness in the Dayton Branch and 334 for "bringing intoxicating liquors within the limits of the Branch," while 303 were disciplined for "penal offenses." Of this latter item the official explanation is as follows:

Offenses are classed as "penal" when members of the Home are arrested outside the Home by civil authorities and placed in the station house in Dayton. The great majority of these cases are "plain drunks" who landed in the station house.

That is to say, 650 men were disciplined for drunkenness in the Home at Dayton, and approximately 300 were arrested by the Dayton police because they were too drunk to get back to the Home, while 334 were detected in smuggling intoxicating liquors (usually whisky) into the Home—and all this in spite of the constant sale of beer in the canteen. This has not kept the men from frequenting outside saloons and using stronger liquors. An incident of the present winter gives impressive evidence to the same effect.

The following incident is related in the Springfield (Ohio) Press Republic, December 29, 1904:

OLD SOLDIERS ARE FROZEN—TWO VETERANS ARE KILLED BY THE EXTREME COLD AND WHISKY.

Dayton, Ohio, December 28. (Special.)—Daniel L. Stewart and James Harsha, both residents of the Soldiers' Home, were found dead in the Germantown pike near the Home early to-day, both frozen to death.

Although the men were not far apart they were found at different times. Near the body of Harsha was found a bottle of whisky. He is supposed to have been under the influence of the liquor when he succumbed to the severe cold. Harsha served through the war as a member of Company K, One hundred and second Pennsylvania Infantry. Stewart was a member of Company D, Sixty-fourth Pennsylvania Infantry.

This incident has been reported in many papers, but with no explanations of the cause of the tragedy. The paper published in Springfield, 24 miles from Dayton, gives particulars showing that even in the bitterest cold of winter old soldier from the Dayton Home seek the outside resorts, secure strong liquors, and succumb to their influence in spite of the constant beer selling in the canteen. Such unquestioned facts show General Carter to have been seriously in error in the assumption that beer selling in a "well regulated post exchange" would keep men from outside saloons and drunkenness The discipline and welfare of the Army must depend upon other and higher influences.

## A LIBEL UPON THE ARMY.

A word may be said, also, as to the statement contained in the syndicate "editorial," viz:

Unfortunately army recruits are commonly men whose habits have been formed and hardened. As a rule their liking for liquor has become fixed before they join the service. Indeed their liking for liquor has much to do in making them failures in ordinary pursuits and driving them into the refuge which the Army offers.

Such an utterance may be unhesitatingly branded as a foul libel upon the Army. If it were true, if recruiting officers were enlisting "hardened" men of vicious habits, made "failures" in civil life by uncontrollable appetite for drink—in other words vicious inebriates—the remedy would be to call the recruiting officers to account. Such an army would be a menace to the nation, and not a protection. The Army Regulations provide that only men "of temperate habits"

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shall be enlisted, and when it is considered that in the year 1903, while 18,961 men were enlisted, 74,256 were rejected, to accept out of nearly 100,000 applicants 18,961 vicious and "hardened" inebriates, who had been made "failures in ordinary pursuits" by intemperance, would have been an unpardonable dereliction of duty on the part of the recruiting officers. To assert that no other material was available would be a libel on the American people.

### GENERAL EXCELLENCE OF OUR RECRUITS.

In refutation of such a charge may be quoted the following paragraph from an article by Col. W. C. Church in the North American Review of December, 1903:

A system of recruiting has been adopted by which men are obtained in part from the rural districts, instead, as of old, from the slums of the cities, thus improving the character of the recruits. Nearly 90 per cent of the enlisted men are native-born Americans, and those of foreign birth must have been naturalized, or declared in legal form their intention to become citizens. Aside from the rigid physical requirements, under the rules of the War Department a certificate of character, such as an ordinary employer would require, is demanded before the question of enlistment can be considered. * * * We are getting as fine a body of young men as is to be found anywhere, and men having the advantage over all other soldiers in the possession of the distinctively American characteristics of independence of character and quickness in adapting themselves to the varying circumstances of war. This especially fits our soldiers for the new conditions of war created by the long-range magazine rifle with its smokeless powder.

A very striking letter just made public, shows how an unprejudiced observer, closely connected with the Army, views the character of our recruits and the effect of beer selling in the canteen. This letter, which appeared in the Washington Star of January 9, 1905, is as follows:

### VIEWS OF THE WIFE OF AN ARMY OFFICER.

ROCKVILLE, MD., *January 4, 1905.*

Mrs. Anna R. Maus, wife of Col. L. M. Maus, U. S. Army, who lives in Rockville, has addressed the following letter to Mrs. Kelton, of the Army and Navy League, in answer to a request to sign a petition to favor the reestablishment of the canteen:

"In the last five or six years I have been much in foreign lands, and I have not been in close touch with the women of my country. I have, however, never lost sight of what I considered my duty to our soldiers, and it is of them that I would write you now.

"For twenty-five years the enlisted man has been my charity, as you already know. Long before the Y. M. C. A.'s wree established in army posts I bought pianos and organs, and was assisted in some instances by the league in furnishing a room, where soldiers might have books and music and a touch of home. In these years I have seen our Army change much in personnel. Formerly it was composed of foreigners largely—Irish, German, and a few French and English. All of these men were past middle age. Now we have an army of very young American farmer boys. In many instances having grown weary of country life, and not having cultivated the quick wit of the city lad, they enlist. Never in its history has our army been more efficient or its standard higher morally, and I believe that it is due to the lack of temptation brought about by the absence of the sale of intoxicants at army posts.

"In years past it seemed necessary for these old soldiers to dissipate. There are many noble, brave officers in our Army who are honest and conscientious in their efforts to restore the canteen, believing that the men will be saved going outside and falling among thieves. They take the ground that every soldier must drink, and this was the case twenty years ago. Out of a company of 30 men 20 would be in the guardhouse every pay day. The figures have changed so that not more than 5 per cent of the men are dissipated at the present time, having a new young army whose habits are not yet formed.

"In furnishing convenient drink to the very few they are placing temptation in the way of many others who would otherwise escape and who would never go outside and spend their money. Many soldiers have told me that the fact of their getting credit was a great attraction; besides, all the boys went there and they were made so welcome so

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long as their $13 lasted; besides, they made so much noise that it was impossible to read in the Y. M. C. A., which, unfortunately, was located next door to the canteen."

"All mothers will sympathize with our soldiers shut away from home associations with an attractive bar open to them. I have had many laundresses tell me that their husbands spent all their time as well as their money at the canteen, and one delicate woman with five children said she had only 65 cents of her husband's pay in three months. I believe that there are few officers or ladies in the Army who know soldiers as I do. Since the war with Spain begun I have been by the bedside of many thousand sick and dying men, and I have heard sad stories of blighted lives made failures by habits of intemperance. I have no boys of my own, but I beg that you mothers and fathers will think long and well before placing the temptation before some other mother's boy."

The argument for the canteen based on the vicious and degraded character of the American soldier may be at once dismissed with indignation and contempt. But more important than the particular statements made is the evidence which such simultaneous utterances give of some central bureau as a source of inspiration and supply.

### A CENTRAL PROPAGANDA.

That such a propaganda exists we have indubitable evidence in a secret circular, copies of which, contrary to the intent of the senders, have come to the hands of friends of the anticanteen law. Of this circular the following is a copy, and merits the most careful reading:

THE NEW ENGLAND TONOPAH MINING COMPANY,
*Washington, D. C., February 13, 190–.*

SIR: I have the honor to state that active measures are now being taken in the present Congress and Senate for the restoration of the canteen in the Army.

I am disinterestedly working hard to secure the passage of the bill, which now looks more than successful.

I realize, from the hundreds of letters received from army officers and from reports of the various departments under the War Department, that its restoration is much desired, and further that I have the active cooperation of all of the higher officials in the service.

Absolutely confidentially, I desire this information, if you can, consistently, and will, forward same to me, viz:

I require, for the purpose of convincing the two committees in the House and Senate, a correct list of the number of saloons which have sprung up around your post since the enactment of the prohibition of the canteen, and the corresponding increase in percentage of drunkenness and its attendant crimes and diseases.

The hearings of this bill will occur Friday and Saturday of next week, February 19 and 20, and possibly be continued over until Monday or Tuesday of the week succeeding.

Your immediate action in this regard will therefore be neccssary to be effective. Will you kindly, in strict confidence, give me your cooperation—your help?

Kindly answer to address given above—rooms 713–714 Colorado Building, Washington, D. C.

Thanking you in advance, I have the honor to be,
Very respectfully, yours,

DUNCAN B. HARRISON.

THE COMMANDING OFFICER.

Such circulars must have been sent out in great numbers, for the document itself states that on February 13 last "hundreds of letters" had been received, evidently in reply to previous communications.

This, it is to be observed, is a secret circular, "absolutely confidential," "in strict confidence," and from one of the circulars received the name of the officer to whom it was originally addressed had been cut out by a knife before turning it over to the civilian recipient, showing an evident apprehension on the part of the officer that he might compromise himself if known to have communicated the matter to an outside party.

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This circular letter makes one assertion of exceeding importance, viz, that in which the author says: "I have the active cooperation of all the higher officials in the service." Can this statement be true?

The author, Duncan B. Harrison, twice appeared at the public hearing given by the House Judiciary Committee during the consideration of the Hepburn-Dolliver bill in February and March, 1904, and spoke at great length as the accredited representative of the brewers of the nation. Can it be believed that "all the higher officials in the (military) service" are engaged in lobbying with a brewers' agent against a law duly passed by both houses of Congress and approved by the President, who is commander in chief of the Army? It is manifest that such action would be, to say the least, a grave indecorum. Yet the confidence with which the assertion is made and the authoritative tone of the circular would indicate that the author was sure of some degree of very influential support. The solicitude shown by army officers in dealing with the circular when received would seem to show that they believed such to be the fact. It is evident how great must be the effect of such a document sent broadcast among the subordinate officers of the Army, who would naturally believe that it was encouraged by their superiors. It is to be observed that the circular is not an unbiased letter of inquiry for facts, but specifies exactly the kind of information "required."

I require, for the purpose of convincing the two committees of the House and Senate, a correct list of the number of saloons which have sprung up around your post (the fact being assumed) since the enactment of the prohibition of the canteen, and the corresponding increase (also assumed in advance as fact) in the percentage of drunkeness and its attendant crimes and diseases.

When such a propaganda has been working far and wide in the Army for the express purpose of "influencing" the Congress it is easy to understand that a similar agency has been at work in supplying the press of the country with arguments like those above quoted, for the purpose of building up a public opinion hostile to the anti-canteen law, as a potent means of influencing congressional action. The establishment of a statement by concurrence of witnesses ceases to be effective when it is ascertained that these witnesses have been "inspired" from a common source.

### HIGHER OFFICERS DEPEND ON SUBORDINATES.

It is to be considered also that any influence widely affecting subordinate officers must indirectly affect their superiors, whose conclusions are of necessity very largely based upon the reports turned in to them by their subordinates.

### THE ARMY NOT DEGENERATE.

But when we ask for the proof of these assertions of the degeneracy and degradation of the Army, we fail to obtain it. On the contrary, we obtain immediate disproof.

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### REPORT OF THE JUDGE-ADVOCATE-GENERAL.

The Judge-Advocate-General is certainly adequate authority as to military offenses, and his report for the current year, bearing date of September 28, 1904, gives the facts as follows:

The following data are compiled from the records received at this office of trials completed and published during the year covered by this report:

| | |
|---|---|
| Commissioned officers tried by general court-martial | 30 |
| Convicted (sentence disapproved in 2 cases) | 30 |
| Acquitted | 7 |
| Cadets tried by general court-martial (convicted) | 4 |

Enlisted men tried by general court-martial (including a few cases of discharged enlisted men serving as general prisoners):

| | |
|---|---|
| Convicted (sentences disapproved in 46 cases) | 3,897 |
| Acquitted | 311 |
| Total trials by general court-martial | 4,249 |

(being 1,026 less than in the preceding year.)

It is also to be observed that 315 of those tried were acquitted, reducing the number of offenses adjudged to have been committed to 3,934. On this statement of fact, the Judge-Advocate-General remarks:

The marked diminution in the number of trials by general court-martial, which amounts to nearly 20 per cent of the number of cases tried in the year ending June 30, 1904, is very gratifying, as indicating that the conditions of the military service are now such as to require less frequent resort to court-martial procedure in order to maintain discipline in the military establishment.

It is submitted that a diminution of military offenses by 20 per cent does not show that the abolition of liquor selling in the canteen has been injurious to the morality and discipline of the Army. It emphatically disproves the assertion that crime has increased in the Army as a result of the passage of the so-called "anticanteen law."

### REPORT OF THE SURGEON-GENERAL.

As to the deterioration of the health of the Army through "diseases contracted in the vile resorts" to which the men are supposed to be driven by the abolition of the sale of liquor in the canteen, the Surgeon-General of the Army is adequate authority and he reports as follows, under date of August 1, 1904 (pp. 52–53):

The admission rate in the United States per thousand for diseases and injuries was 1,206.89 and death rate 5.94, compared with 1,343.77 and 7.83 in 1902. Of this rate 961.50 men per thousand were admitted and 4.12 died from disease, and 245.39 admitted and 1.82 died from external causes. These rates compare most favorably with those of 1901 and 1902.

The admission rate per thousand of strength of the whole Army for disease and injury during the last calendar year shows an improvement over that of 1902, the rates being 1,451.13 and 1,716.51, respectively. This reduction in the prevalence of disease and injury serves to further show the gradual improvement in the condition of the troops which has been noted since sanitary matters have been given the attention due them.

These encouraging statements are confirmed by the Report of the Secretary of War for 1904 (p. 6):

Continuance of the gradual but decided improvement in the condition of troops which has been noted since sanitary matters have received the attention due them is shown by the lower rate of admission to sick report per thousand strength of the whole Army for disease and injury during the last calendar year, as compared with 1902. Notwithstanding the fact that a mean strength of 25,379 troops were on foreign service during the year, only 629

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deaths occurred from all causes in the entire Army—American and native troops—equal to a rate of 9.30 per thousand as compared with 15.49 for the previous year.

Of this rate more than 15 per cent was due to cholera in the Philippines—an accidental and temporary condition. The significance of these figures becomes more apparent when it is known that the census of the United States for 1890 gives an average death rate of 8.95 per 1,000 for adult males of the military age—20 to 45 years.

This effectually disposes of the assertion that the Army is physically degenerating. A hospital admission rate of 265.88 less per 1,000 in 1903 than in 1902 shows rather such improvement as might be expected from the cessation of narcotism by beer in the canteen. This effect is but beginning to be felt, and may be expected to be increasingly favorable as the army conditions become more thoroughly adapted to the change, as the substitutes for the beer canteen—as yet but partially introduced—are more fully perfected, and as care is taken to enlist a better class of men who will be content with a temperance régime, as they would be on a railway or in a first-class mercantile house.

### EXCELLENCE OF MARKSMANSHIP.

Incidental evidence of the general high morale of the Army comes in the favorable reports of target practice, both with rifles and artillery. Of the rifle practice the Chicago Record-Herald published the following account on August 18, 1904:

NEW RECORDS WITH A RIFLE—SOLDIERS AT FORT SHERIDAN ESTABLISH A WORLD'S HIGH MARK.

A world's record for army target shooting twice broken marked the close of the army infantry competition at Fort Sheridan yesterday. Sergeant Lunsford and Captain Graham each made a higher aggregate score than has ever before been made in an army competition of this kind. Sergeant Lunsford's score is 878, while Captain Graham's is 845. Captain Graham and Captain Poore made 100 points out of a possible 100 in yesterday's skirmish work.

At the close of the firing Brig. Gen. Frederick D. Grant announced the marksmen who will make the team, and delivered a short speech congratulating the competitors. Following are the names of the men chosen for the team, with their aggregate scores:

| | |
|---|---|
| Sergt. R. Lunsford, Company H, Second Infantry | 878 |
| Capt. F. L. Graham, Porto Rico Regiment | 845 |
| Capt. B. A. Poore, Sixth Infantry | 813 |
| Capt. F. L. Munson, Ninth Infantry | 810 |
| Lieut. J. F. Clapham, Fifteenth Infantry | 809 |
| Artificer D. G. Baird, Company H, Twenty-sixth Infantry | 808 |
| Sergt. F. Agostini, Porto Rico Regiment | 804 |
| Sergt. G. Sayer, Company A, Fifteenth Infantry | 800 |
| R. E. Cox, Tenth Infantry | 799 |
| Sergt. G. Smith, Company O, Second Infantry | 797 |
| Sergt. J. D. Callman, Company M, Ninth Infantry | 797 |
| Corpl. P. Savage, Company A, Twenty-sixth Infantry | 793 |

The team left Fort Sheridan yesterday for Fort Riley, Kans., where it will take part in the national competition which will open August 22.

Aside from all other considerations, the fact that "General Grant congratulated the competitors" attests the general excellence of their marksmanship. Reports from official sources of the national contest at Fort Riley August 22–27 of the present year show a high order of marksmanship there.

Reports received by the Chief of Artillery upon the close of the annual target practice show that there has been a vast improvement in the accuracy of the fire of the artillerymen stationed at the various seacoast fortifications. That applies not only to the big guns, but

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also to the mortars, it being reported that the records made in mortar firing were remarkable. This means that the Coast Artillery is in a better state of efficiency, so far as accuracy firing is concerned, than ever before in its history.

A few specific instances out of many illustrate the proficiency of this arm of the service:

Company firing 10-inch rifles on disappearing carriages at Fort Monroe, Va., recently in a series of four shots hit the target each time at ranges from 4,900 to 5,100 yards, the target moving 7 miles an hour; time, 4 minutes 3 seconds; weight of projectile, 5,751 pounds; powder, 155 pounds.

Company firing 12-inch rifles on disappearing carriages at Fort Baker, near San Francisco, Cal., recently in a series of four shots hit the target each time at ranges varying from 6,150 yards to 6,980 yards, the target moving 6 miles an hour. Time, 8 minutes; weight of projectile, 1,000 pounds; powder, 241 pounds.

5 R. F. Fort Baker, 10 shots, 10 hits; time, 3 minutes, 45 seconds, range, 1½ miles; target moving 5½ miles per hour; weight of projectile, 55 pounds.

Such records are not made by an intemperate and degenerate army. They require good judgment, firm muscles, and steady nerves. The soldiers of our Army are admiralby meeting the requirements of long-range arms with smokeless powder—and this without the canteen—a fact confirming the evidence of good discipline and good health presented in the reports of the Judge-Advocate-General, the Surgeon-General, and the Secretary of War.

### TARGET PRACTICE IN THE NAVY.

In this connection it is not amiss to call attention to the excellent marksmanship attained by the men of the Navy, which has been without the canteen since February 3, 1899. Of the naval practice, the following account is given by a correspondent directly after the event:

[New York, September 22.]

RECORD SHOOTING ON BATTLE SHIP MISSOURI.

By day: Twelve-inch guns, 4 hits out of 4 chances; per cent, 100. Six-inch guns, 4 hits out of 4 chances; 100.

By night: Twelve-inch guns, 4 hits out of 4 chances; 100. Six-inch guns, 4 hits out of 4 chances; 100.

Previous high record, North Atlantic Squadron, July, 1904, 87.27.

Next highest record, Asiatic Squadron, July, 1904, 82.84.

Record for cruiser, Philippine Squadron, 1904, 77.26.

Four hits out of 4 chances for the 12-inch gun, 4 hits out of 4 for the 6-inch gun.

That is the official record announced last night of the gun test of the battle ship *Missouri* in the keen target competition that is under way among war ships of the North Atlantic Squadron.

The *Missouri* also won the battle ship speed race of four hours off Sandy Hook.

Frank Milken, cockswain, stood behind the great 12-inch gun in the forward turret of the mighty *Missouri*, and George A. Moore, able seaman, ran his eye over the finders of the 6-inch gun when the shots smashed squarely into the bobbing target on the sea thousands of yards away.

These were not merely daylight shots, when clear eyes could at least have a chance to see plainly the bit of canvas that was being aimed at, but it was the record of the night work as well when the searchlight had to find the target first and then in a single second the shot had to be fired.

The men of the *Missouri* tried not to be exultant last night, but each face in the ship wore a smile when Rear-Admiral Barker sent his congratulations to her commander, Captain Cowles. They were surprised when the official result of the speed trial was announced. Their ship beat the *Kearsarge* by 800 yards, and her sister ship, the *Maine*, by 1,000 yards in the four hours' flight under forced draft.

The trial of the 12-inch guns in this test was made while the ship was speeding along outside of Sandy Hook at the rate of 12 knots an hour, and when the target was, on the average, 2,500 yards away.

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INDIVIDUAL CHARACTER IMPORTANT.

In spite of all the modern scientific contrivances for range finding and sighting, the hitting of the mark still depends at last on "the man behind the gun," now known officially as the "pointer." Of this fact an excellent statement is given by Lieut. Commander W. S. Sims, U. S. Navy, in a pamphlet entitled "Training Ranges and Long Range Firing" (p. 520):

Record "target practice" is a misnomer which we have inherited from the past, but which it would be inadvisable to change at this time. It is, in reality, principally a "firing test" to determine the actual skill of the pointers and gun crews. Before it begins a division officer knows almost exactly the relative accuracy and rapidity with which his various pointers can aim but in the case of untried pointers, he does not know whether or not they will show the necessary nerve and steadiness under the excitement of firing.

Sometimes he is disappointed to find that an otherwise excellent pointer gets "rattled;" but there is one thing that both he and all of his pointers understand thoroughly, namely, that a hit will be made every time that the gun is accurately aimed and no mistakes are made in ranges, etc.; that the target is large enough to include all of the errors of gun fire afloat that can not be avoided by any precautions on their part, such as differences in the initial velocity of different charges, etc. In other words, the relation between the range and the size of the target is such that all hands know that the result of the shooting is a fair comparative test of the skill of the personnel, and that success does not depend upon luck; hence the intensity of loyal competition, without which only indifferent success can be attained in gunnery training, or in any other training requiring skill and dexterity.

Thus, when a pointer gets "rattled," or fails of "the necessary nerve and steadiness," a hit will not be made in spite of the most favorable conditions otherwise. "Smokeless powder and rapid firing necessitate [not less but] greater individual efficiency."

Rear-Admiral Barker testifies to the same effect (Report of Bureau of Navigation for 1904, p. 67):

CENTRALIZATION V. INDIVIDUALISM.

Telegraph wires, cables, and wireless telegraphy tend to centralization, but bigger ships, greater speed, isolated batteries, smokeless powder, and rapid firing necessitate greater individual efficiency.

* * * * * * *

Fire control on board ships is local centralization. Instruments and ingenious devices are installed to bring this about, but, on the other hand, in battle the loading and firing of guns and the bursting of projectiles will keep up a constant din, and it may be expected that the enemy's shot will sever telephone wires and voice tubes and make communication difficult after the battle is well under way. Therefore, notwithstanding the natural desire for centralization, individual efficiency is still more necessary for success.

The experience of all athletes in every form of contest shows that the use of intoxicants does impair this very "nerve and steadiness" on which victory in battle must at last depend. In harmony with these utterances are those of Lord Roberts, of England, as quoted in the Report of the Royal Commission on the War in South Africa, 1903, Volume II, page 66:

As regards the infantry, our aim must be to encourage individuality among the men, and to make the company and section commanders understand that they must depend more upon themselves than has hitherto been necessary, because the moment a battalion now gets into action the companies are greatly spread out and the commander loses all control over them.

Again, page 107:

If the experience of the South African war can be taken as a guide, the big battalion phase is now about to pass away, and we are entering upon a period when the efficiency of an army will depend far more upon the morale and high training of the individuals who compose it than upon the mere numbers of these individuals who may be available.



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I believe that an army composed of individuals each so highly trained as to be able to take full advantage of the terrain and of his wonderful modern weapon, and each animated with a morale and trained to an efficiency which will make him capable of acting in battle on his own initiative, will break through, scatter, and demolish less efficient opposing forces, even if greatly superior in numbers.

Granting, then, that the military supremacy of the future must be sought through the medium of a high standard of individual efficiency rather than by the preparation of masses of semiefficients, it is clear that it can not pay to keep soldiers who are only partially educated up to the potentiality of their armament. It may be that in some cases we can not get enough of the class of men who will be of use in the wars of the future at the rate of pay we offer. In that case, I say most emphatically we should pay more, even at the cost of proportionate reduction in mere numbers.

### LORD WOLSELEY ON THE AMERICAN ARMY.

That this ideal of Lord Roberts has been to a considerable degree attained in the American Army, we have the testimony of another competent military observer, Lord Wolseley, who has written the following letter, which is published in the Naval and Military Record (British) of February 4, 1904:

FARMHOUSE, GLYNDE, LEWES, *January 20.*

SIR: In acknowledging the receipt of your letter of yesterday upon the subject of our army recruiting, I have the honor to inform you that I do not believe our army will ever be in a very satisfactory condition until we pay our soldiers at least according to the current rate of wages given for unskilled labor. The American Army is the only one I know of which, like our own, is obtained upon the system of voluntary enlistment. But the American Government, wiser than our own, pay their men well, and the result is that *the American Army, as far as it goes, in numbers is, I believe, the finest army in the world.*

WOLSELEY, F. M.

### REPORT OF REAR-ADMIRAL BARKER.

In view of these facts, it is not to be wondered at that Rear-Admiral Barker, in his report (already referred to) to the Secretary of the Navy, July 1, 1904, expresses himself decidedly against the restoration of the canteen. After an account of the "record target practice" of his fleet, in which he remarks, "excellent work was done by many of the vessels, showing a commendable improvement in rapidity and precision," he continues (Report of the Bureau of Navigation for 1904, p. 67):

The Navy is to be congratulated that the Department has remained firm in excluding wine and beer from the canteen of ships. The tendency of the times is toward total abstinence.

Railroad companies do not employ men who drink intoxicating liquor, because of the increased danger of accidents and consequent claims for damages.

Manufacturing concerns are yearly becoming more strict in this regard. How much greater the necessity for absolute sobriety on a battle ship. Tons of explosives are confined in the vessel, fires burn with intense heat in the furnaces, electricity is generated in currents of sufficient strength to run 1,000 lamps and move turrets weighing hundreds of tons, while within the ship closely housed over this dormant hell are more than 700 human beings.

The majority of enlisted men come from good homes and are temperate. Is it therefore not better to weed out the few intemperate and raise the standard still higher than to disgust many self-respecting men and lower the tone of the service?

Very respectfully,

A. S. BARKER,
*Rear-Admiral, U. S. Navy,*
*Commander in Chief North Atlantic Fleet.*

THE SECRETARY OF THE NAVY,
*Navy Department, Washington, D. C.*

With such cumulative evidence of the increasing excellence of our Army and Navy without the canteen, it would certainly be a hazardous and probably a disastrous experiment to restore the practice of beer selling to the Army and Navy.

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## AN ARMY OFFICER'S OPINION OF LIQUOR IN THE POST EXCHANGE.

[By Col. P. H. Ray, Fourth Infantry.]

Experience has proved to me that the drinking saloon, under whatever name, is a menace to discipline and efficiency. I have yet to find an industry, an enterprise, or a society benefited by the retail of liquor in any form. The Army, where the highest degree of discipline is supposed to be enforced, can ill afford to place a lower standard for its soldiers than that fixed by corporations and individuals employing large numbers of men.

The enlisted men of the Army, as a class, are not prone to drinking, and the comparatively small number of habitual drunkards in the service should be discharged rather than have the Government cater to their appetites by furnishing drinking places on reservations, under the specious plea of providing a place of amusement and recreation, or promoting discipline and efficiency in the Army. It is a low order of humanity, and one we do not want in the service, that finds "recreation and amusement" in standing up to a bar and swallowing beer until he is drunk and in no condition to read, play games, or enjoy any of the benefits of a soldiers' club.

A post exchange, when properly conducted, provides the soldiers with a club, store, restaurant, etc., the profits more than meeting all the expenses, and furnishes lower prices than can be obtained on the outside. A great fault of the canteen ieature was that it grew to be the most prominent factor in the post exchange, because of the enormous profit derived from the sale of beer, and the standard of value of the exchange came to be judged by the net earnings rather than by the benefit derived by the soldier in a place of rational recreation and amusement. With put few exceptions, I have found the canteen to be a place resorted to by the dissolute and worthless, for the sole purpose of getting drunk, especially when out of money and unable to obtain credit elsewhere.

All the wants of the soldier are provided for by law, and I do not consider that it benefits any branch of the service to encourage the drinking habit, or that the Government should maintain on the reservation a department which caters to a vicious appetite under the justification that the command as a whole is benefited by the profit therefrom. It would be as consistent to claim the benefit the Government derives from the fines imposed on men for offenses committed through overindulgence in canteen beer.

That the profit on the sale of beer is not necessary, either to supplement the ration with luxuries or to furnish the soldier with a place of amusement and recreation, has been proved by the properly conducted exchange, which is more than ample, besides providing what the Government does not—a laundry, tailor shop, and other departments.

A large percentage of recruits are young men who come into the service with habits unformed, and the habits formed during the three years will, in all probability, last through life. Therefore I consider it a great wrong for the Government to authorize or encourage through its administration any system whereby a soldier leaves the Army a worse man than when he joined it, with moral standards lowered because social tippling is recognized by the officers of the Army as necessary to the proper enforcement of discipline, and these

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same officers supposedly men whose habits and conduct place them as models of all that is gentlemanly. While we can not eradicate drinking in the Army, we can control it by other methods than by competing with the near-by dive in endeavoring to get hold of the soldiers' money first. We can refuse to accept drinking men into the service and discharge such as are already in the Army.

It is asking too much of an officer to define the line in each case where he, as a representative of the Government, shall discontinue selling beer for amusement and recreation and commence punishing the same soldier for drunkenness and neglect of duty arising from such drinking.

Neither does it seem consistent to offer for profit the cup of indulgence in one hand, with the drawn sword of punishment in the other, should the soldier in his zeal to promote the (alleged) best interest of the service indulge too deeply.

It is a new kind of discipline that can be improved in a beer saloon of any kind, civil or military, and the discharged soldier bearing on his face the marks of such discipline will not be looked upon with favor by men in civil life who seek to employ only reliable men, neither will parents of clean, well-reared boys readily consent to have them enter the service where a beer saloon is one of the recognized factors of army administration. The service can not be improved by playing into the hands of brewers or discountenancing the opinions and wishes of large numbers of our most respectable citizens.

Such improvement can come only by keeping the service clean, both in ways and means, and maintaining a high standard alike for officers and enlisted men, so that a class will seek the service who have some regard for their oath and who do not require the association of a beer saloon to promote their contentment and happiness. Our desertions will be reduced only when we cease taking into the service unreliable men, and over 90 per cent of our unreliable element, as represented by desertions and trials by courts-martial, bear the drinking brand.

The claim that the low dives and drinking places in the vicinity of our military posts develop subsequent to and because of the abolishment of the canteen is not correct so far as pertains to any post at which I have been stationed. These places existed before the days of the canteen and during its existence just as they are to-day and just as vile. Let the citizens outside the reservations properly police their slum districts, enforce the laws against the lawless, cease granting licenses to low dives, and there will be no trouble about disorderly soldiers. So long as this is not done the lowest class of enlisted men will seek the congenial companionship found outside of the reservation, whether beer is sold on the reservation or not. The condition is one created by the citizen and not the soldier, who is a mere incident, and, in my opinion, he can not be improved by any attempt to assimilate on the reservation any part of the civic system.

FORT THOMAS, KY., *November 22, 1905.*

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 528.

# CONTRACTS FOR COAL, DEPARTMENT OF JUSTICE.

## LETTER

FROM

# THE ACTING ATTORNEY-GENERAL,

IN RESPONSE TO

**A SENATE RESOLUTION OF THE 29TH INSTANT, STATING THE CONTRACTS FOR COAL EXECUTED BY THE DEPARTMENT OF JUSTICE DURING THE LAST FISCAL YEAR AND FOR THE ENSUING FISCAL YEAR.**

JUNE 30, 1906.—Ordered to be printed.

DEPARTMENT OF JUSTICE,
*Washington, June 30, 1906.*

SIR: In response to Senate resolution of June 29, 1906, requesting the Attorney-General to inform the Senate as to what quantities and character of coal were purhased during the last fiscal year for the use of this Department, and what quantities have been contracted for for the ensuing fiscal year, I have the honor to advise you that during the fiscal year ending June 30, 1906, this Department purchased under contract the following coal: One hundred and ninety-nine tons of anthracite coal from J. Maury Dove Company, at $5.78 per ton—total, $1,150.22; and 19 tons of cannel coal from Johnson Brothers, at $9.85 per ton—total, $187.15.

The Department has contracted with the J. Maury Dove Company (Incorporated) for 200 tons of anthracite coal, at $5.85 per ton, for the fiscal year ending June 30, 1907, and with Johnson Brothers for 10 tons of cannel coal, at $9.85 per ton.

Respectfully,

H. M. HOYT,
*Acting Attorney-General.*

The PRESIDENT OF THE SENATE.

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# VESTRY OF ST. LUKE'S EPISCOPAL CHURCH, OF REMINGTON, VA.

**LETTER FROM THE CHIEF CLERK OF THE COURT OF CLAIMS TRANSMITTING A COPY OF THE FINDINGS OF THE COURT IN THE CASE OF THE VESTRY OF ST. LUKE'S EPISCOPAL CHURCH, OF REMINGTON, VA., AGAINST THE UNITED STATES.**

JUNE 30, 1906.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS, CLERK'S OFFICE,
*Washington, June 29, 1906.*

SIR: Pursuant to the order of the court, I transmit herewith a certified copy of the findings of fact filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

ARCHIBALD HOPKINS,
*Chief Clerk Court of Claims.*

Hon. CHARLES W. FAIRBANKS,
*President of the Senate.*

[Court of Claims. Congressional No. 11673. Vestry of St. Luke's Episcopal Church, of Remington, Va., *v.* The United States.]

STATEMENT OF CASE.

The following bill was referred to the court April 27, 1904, by resolution of the United States Senate under act of Congress approved March 3, 1887, known as the Tucker Act:

"A BILL for the relief of the vestry of the Episcopal Church of Remington, Fauquier County, Virginia.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Treasurer of the United States be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the vestry of the Episcopal Church at Remington, Fauquier County, Virginia, the sum of two thousand dollars, in full for damages done said church building by the Army of the United States during the late war."

The vestry of St. Luke's Episcopal Church, of Remington, Va., appeared and filed their petition in this court April 3, 1906, in which they make the following allegations:

That during the late war for the suppression of the rebellion, and on or about the fall of 1862, the military forces of the United States, under command of General Bayard, took possession of the parsonage building, and a lot of lumber which had been procured for the purpose of erecting a church building, belonging to St. Luke's

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Episcopal Church, of Remington, Va., and removed the said lumber and a portion of said building, and that thereafter General Pope's army encamped there and completed the destruction of the said parsonage.

That said parsonage building and lumber at the time of its removal and destruction was reasonably worth the sum of $2,000, for which no payment has been made.

The case was brought to a hearing on loyalty and merits on the 23d day of April, 1906.

G. W. Z. Black, esq., appeared for the claimants, and the Attorney-General, by Malcolm A. Coles, esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. It appears from the evidence that the St. Luke's Episcopal Church, of Remington, Va., as a church, was loyal to the Government of the United States throughout the late war of the rebellion.

II. During the war for the suppression of the rebellion, the military forces of the United States, by proper authority, for the use of the Army, took, used, and damaged the church building and church parsonage of the St. Luke's Episcopal Church, of Remington, Va., and certain lumber designed for the building of a new church at Remington, Va. Said property so taken and used and damaged was reasonably worth at the time of its taking, use, and damage, the sum of six hundred and fifty dollars ($650), for which no payment appears to have been made.

III. During the war for the suppression of the rebellion, the military forces of the United States, by proper authority, so in possession of the said church property, and in an artillery firing between the said military forces of the late Confederate States, the said church property was set on fire and completely destroyed. The evidence does not satisfy the court whether the destruction was occasioned by the fire from the military forces opposing the military forces of the United States or whether the property was set on fire and destroyed by the military forces of the United States. The church building and parsonage were destroyed by fire, that is, the destruction by fire ensuing the taking and use and damage of the property set forth in finding II, and the buildings so destroyed amounted in value at the time of the destruction to the sum of seven hundred dollars($700), for which no payment appears to have been made.

IV. The claim was never presented to any department or officer of the Government prior to its presentation to Congress and reference to this court as aforesaid.

BY THE COURT.

Filed May 7, 1906.
A true copy.
Test this 29th day of June, 1906.
[SEAL.]

ARCHIBALD HOPKINS,
*Chief Clerk Court of Claims.*

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59TH CONGRESS, 1st Session. SENATE. DOCUMENT No. 530.

# CONTRACTS FOR COAL, POST-OFFICE DEPARTMENT.

## LETTER

FROM

## THE POSTMASTER-GENERAL,

IN RESPONSE TO

**A SENATE RESOLUTION OF THE 29TH INSTANT, STATING THE CONTRACTS FOR COAL EXECUTED BY THE POST-OFFICE DEPARTMENT DURING THE LAST FISCAL YEAR AND FOR THE ENSUING FISCAL YEAR.**

JUNE 30, 1906.—Ordered to be printed.

POST-OFFICE DEPARTMENT,
OFFICE OF THE POSTMASTER-GENERAL,
*Washington, D. C., June 30, 1906.*

SIR: I have the honor to acknowledge the receipt of a Senate resolution, dated June 29, 1906, desiring to be informed what quantities and character of coal were purchased during the last fiscal year for use in this Department, or any Bureau or branch thereof; and what quantities have been contracted for the ensuing fiscal year, or will be needed, stating in all cases who were, or are, the contracting parties, prices paid or to be paid, and giving in full forms and conditions of contract.

In reply thereto, you are advised that during the present fiscal year contracts for coal were executed as shown in the following table:

| Item No. | Description of article. | Bidder. | Price per ton. | Amount purchased. |
|---|---|---|---|---|
| | | | | *Tons.* |
| 1600..... | Coal, white ash, large furnace or broken. | J. Maury Dove Co., Washington, D. C. | $5.62 | None. |
| 1601..... | Coal, bituminous, "New River steam." | The White Oak Coal Co., Macdonald, W. Va. | 3.29 | 2,900 |
| 1602..... | Coal, white ash, large furnace or broken. | J. Maury Dove Co., Washington, D. C. | 5.51 | 400 |
| 1603..... | Coal, white ash, stove ..... | The White Oak Coal Co., Macdonald, W. Va. | 6.50 | 7 |
| 1604..... | Coal, white ash, chestnut..... | .....do ..... | 6.50 | None. |
| 1605..... | Coal, Cumberland ..... | .....do ..... | 3.98 | 1 |
| Special .... | Anthracite pea coal..... | Raeburn-Garner Coal Co., Washington, D. C. | 3.98 | 1,078 |

NOTE.—The increased price on item No. 1600 over item No. 1602 was to provide for the increased cost in delivery. No coal under item No. 1600, however, was purchased, as the Department continued to use soft coal in the Post-Office Department building until the furnaces were changed to accommodate the pea coal, which was purchased under a special contract, commencing with February 5, 1906.

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For the coming fiscal year the following table shows the names of parties to whom awards have been made, the prices to be paid, and the estimated quantities required:

| Item No. | Description of article. | Bidder. | Price per ton. | Estimated quantities. |
|---|---|---|---|---|
| | | | | *Tons.* |
| 1600.... | Coal, pea, to be delivered in the basement of the Post-Office Department building. | Ward W. Griffith, Washington, D. C. | $4.12 | 6,000 |
| 1602.... | Coal, white ash, large furnace or broken. | J. Maury Dove Co., Washington, D. C. | 5.59 | 1,200 |
| 1603.... | Coal, white ash, stove | Ward W. Griffith, Washington, D. C. | 6.43 | 10 |
| 1604.... | Coal, white ash, chestnut | do | 6.43 | 10 |

Formal contracts have not as yet been executed on these awards. Inclosed herewith you will find copy of a contract executed with the White Oak Coal Company, which is similar in every respect to other contracts drawn during the present fiscal year and which will be executed during the coming year.

Very respectfully,

GEO. B. CORTELYOU,
*Postmaster-General.*

Hon. CHARLES G. BENNETT,
*Secretary United States Senate.*

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[In triplicate.]

This contract, made this 30th day of September, in the year of our Lord one thousand nine hundred and five, by and between the United States of America (by the Postmaster-General), of the first part, and the White Oak Coal Company, of Macdonald, in the State of West Virginia, of the second part,

Witnesseth: That whereas the Postmaster-General heretofore, to wit, on the first day of April, nineteen hundred and five, caused to be published, pursuant to law, in certain newspapers in the United States, a certain advertisement of the date last aforesaid, of which the following is a true copy;

And whereas in response to said advertisement certain proposals were received at the Post-Office Department for supplying to the said Department in such quantities, and in such quantities at a time and from time to time as the same may be ordered, during the fiscal year beginning July 1, 1905, and ending June 30, 1906, the articles hereinafter specified;

And whereas the said proposals, having been opened, were duly examined and considered, and the proposal of the said party of the second part was accepted by the Postmaster-General, and contract therefore awarded to said party:

Now, therefore, the said party of the second part hereby covenants and agrees to and with the said party of the first part as follows, to wit:

1. That the said party of the second part shall and will furnish and deliver at its sole risk and expense, in such quantities, and in such quantities at a time, and from time to time, as may be ordered by the Postmaster-General during the fiscal year beginning July 1, 1905, and ending June 30, 1906, any or all the following-named articles, described in the specifications included in said proposal, at the prices respectively set opposite the several items, to wit:

| Item No. | Article. | Price. |
|---|---|---|
| 1601.... | Coal, bituminous, "New River steam" per ton | $3.29 |
| 1603.... | Coal, white ash, stove do | 6.50 |
| 1604.... | Coal, white ash, chestnut do | 6.50 |
| 1605.... | Coal, Cumberland do | 3.96 |

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2. That the article or articles to be furnished by the said party of the second part shall fully conform in all instances to the requirements of the specifications included in its proposal: *Provided*, That if the contract was awarded on account of the superiority of the sample or samples submitted, the articles furnished shall conform in quality to such sample or samples; which said proposal and specifications, and the accompanying instructions to bidders, shall be deemed and taken as forming a part of this contract, with the like operation and effect as if the same were incorporated herein.

3. That the said party of the second part shall and will deliver articles agreed by it to be supplied under this contract within thirty days after they shall have been ordered, at Washington, District of Columbia, at and within the doors of any of the buildings designated in the instructions to bidders, included in the proposal of the party of the second part, free from all charges for freight, drayage, delivery, packing, addressing and labeling for shipment, and each case or package to bear the name of the said party of the second part, and a stamp or label indicating its contents.

4. That if any articles delivered under this contract are found, in the opinion of the Postmaster-General, to be not in accordance with the contract requirements, the Postmaster-General may reject any or all of such articles; but if, in the judgment of the Postmaster-General, the exigencies of the public service require the acceptance of any such inferior articles, the Postmaster-General may, and the right is hereby accorded to him absolutely, to fix such price therefor as may seem to him just and reasonable under the circumstances, and the payment of such price for the articles so accepted shall be a complete discharge of liability on the part of the United States therefor.

5. That the Postmaster-General may withhold payment for articles delivered if it shall appear to his satisfaction that, in any particular, this contract has not been complied with by the said party of the second part.

6. That, notwithstanding any article or articles may have been accepted and paid for by the party of the first part, if latent defects shall be discovered after a part of such article or articles have been used, the said party of the second part will replace such defective article or articles with others which, in the opinion of the Postmaster-General, conform to the requirements of this contract, without cost to the party of the first part.

7. That if the said party of the second part shall fail to deliver, as ordered, any or all of the articles agreed by it to be supplied, within thirty days, according to the conditions and requirements of this contract, the party of the first part, in making payment for such articles, may deduct as liquidated damages a sum equal to one-tenth of one per centum of the total amount which would be payable therefor, at the price or prices stipulated in this contract, for each day's delay in the fulfillment of the order.

8. That on the failure of the party of the second part to furnish articles according to the conditions and requirements of this contract within thirty days after they shall have been ordered the Postmaster-General may, if in his opinion the exigencies of the service so require, purchase such articles in open market in such quantities as may be necessary in his judgment to supply such exigencies; and if a greater price than that stipulated in this contract be paid therefor, the difference between the total amount so paid and that which would be required to be paid at the price herein stipulated shall be due and payable from the party of the second part.

9. That if at any time during the continuance of this contract there has been, in the opinion of the Postmaster-General, a failure on the part of the party of the second part to furnish any of the articles agreed by it herein to be supplied, an attempt by said party to impose upon the Post-Office Department articles inferior to those contracted for, or a failure in any other respect faithfully to perform any of the covenants; stipulations, or agreements of this contract on its part to be performed, the Postmaster-General may annul this contract, invite new proposals, and award a new contract for supplying such articles during the remainder of the period contemplated by this contract.

10. That, pending advertisement for such proposals, and the letting of such new contract, current requirements may be supplied by purchasing in open market articles of the character agreed to be furnished under this contract; and the said party of the second part shall be liable for the excess in cost of each and all of such open-market purchases over that stipulated in this contract, and also for the total excess of cost of all articles supplied under such new contract over that at which they were agreed to be furnished under this contract. And in the event of the failure, in the opinion of the Postmaster-General, of any subsequent contractor to fulfill any of the requirements of his contract, the said party of the second part shall be

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liable in like manner for all excess in cost of articles purchased in open market and under subsequent contract or contracts, in consequence of such failure, during the whole of the period contemplated by this contract.

11. That the articles herein agreed to be supplied shall not infringe any patent of which the said party of the second part is not the patentee or assignee, and which it is not lawfully entitled to sell or transfer for the purposes of this contract; and that the said party of the second part will at all times well and truly save, keep, and bear harmless and fully indemnify the United States, and any and all of its officers and agents, from and for all damages and claims for damages, costs, and expenses, in law and equity, that may at any time arise or be set up on account of any infringement of the patent rights of any person or persons, by the use by the Post-Office Department, or any of its officers or agents, of any of the articles agreed to be supplied under this contract.

12. That no material or supplies, the purchase of which is contemplated by this contract, shall be manufactured by convict labor.

13. That at any time during the continuance of this contract the Postmaster-General may require new or additional sureties upon the bond hereto annexed, if in his opinion such sureties are necessary for the proper protection of the interests of the United States; and that the party of the second part shall furnish such sureties to the satisfaction of the Postmaster-General within ten days after notice so to do, and in default thereof this contract may be annulled, at the option of the Postmaster-General.

14. That no Member of or Delegate to Congress shall be admitted to any share or part of this contract or to any benefit to arise thereupon.

15. That neither this contract nor any order given thereunder or interest therein shall be transferred or assigned by said party of the second part, and any such transfer or assignment shall cause the annulment of such contract or order, so far as the United States are concerned; all rights of action, however, for any breach hereof by the party of the second part being reserved to the United States.

16. That the annulment of this contract under any stipulation, reservation, or agreement herein contained, or any action taken by or on behalf of the United States in consequence or by reason of such annulment, shall not release or impair its obligation upon the said party of the second part and the sureties on its said bond, or defeat or in any wise affect any right, claim, or interest of the United States arising or accruing hereunder; but the liability of said party and its said sureties in respect of such right, claim, and interest shall subsist, notwithstanding such annulment and action, and as fully as if this contract in all respects continued in force and effect.

17. That all acts done by the purchasing agent for the Post-Office Department in respect of this contract, including all orders for supplies issued in pursuance hereof, the examination, acceptance, or rejection of supplies furnished hereunder, the making or withholding of payment for such supplies, and the making of open-market purchases, and all other acts authorized by statute or any regulation of the Post-Office Department not inconsistent with law, shall be deemed and taken, for all purposes, to be the acts of the Postmaster-General, within the meaning and intent of this contract.

In consideration of the delivery by the party of the second part of the articles hereinbefore agreed by it to be supplied and of its performance of all the other of the foregoing covenants, stipulations, and agreements on its part to be kept or performed, each and all of which are hereby made conditions of this contract,

The United States, party of the first part, covenants and agrees to and with the said The White Oak Coal Company of the second part, to order of said second party all supplies or articles of the character specified and described in this contract which may be required by the Post-Office Department during the period beginning July 1, 1905, and ending June 30, 1906, and to pay to said second party for such articles so supplied which have been duly delivered and found upon examination to conform to the contract requirements at the prices hereinbefore specified, such payments to be made after proper examination and adjustment of accounts.

In witness whereof the said Postmaster-General has hereunto affixed his signature and caused the same to be attested by the seal of the Post-Office Department on the day and year first above written.

[SEAL P. O. D.]

F. H. HITCHCOCK,
*Acting Postmaster-General.*

Signed, sealed, and delivered by the Postmaster-General in the presence of—
T. Ross.

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[a] And the said party of the second part has hereunto set its hand and seal on the fifth day of August, nineteen hundred and five.

THE WHITE OAK COAL CO. [SEAL.]
By W. F. SMITH, *Manager*. [SEAL.]

Witnesses:
A. P. FOWDEN.
E. W. SMITH.

Approved as to form:

R. P. GOODWIN,
*Assistant Attorney-General for the Post-Office Department.*

SEPTEMBER 29, 1905.

Correct:

O. H. BRIGGS,
*Acting Purchasing Agent for the Post-Office Department.*

SEPTEMBER 28, 1905.

BOND.

NOTE.—Any alteration by erasure or interlineation of a material part of the following bond will cause it to be rejected, unless it appears by a note or memorandum, attested by the witnesses, that the alteration was made before the bond was signed and sealed.

Insert the full names, including Christian names, of the principal and sureties in the body of the bond; also the date. The signatures to the bond should be witnessed, and each signature must be opposite a separate seal.

When partners are parties to the bond, the partnership name should not be used, but each partner should sign his individual name.

A married woman will not be accepted as surety.

At least three sureties are required on each bond. A duly qualified surety company, however, will be accepted as sole surety.

Know all men by these presents, that we, the White Oak Coal Company, of Macdonald, in the State of West Virginia, principal, and National Surety Company of New York, in the State of New York, surety, are held and firmly bound unto the United States of America in the just and full sum of [b] one thousand (1,000) dollars lawful money of the United States, to be paid to the said United States of America or its duly appointed or authorized officer or officers, to the payment of which, well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this fifth day of August, 1905.

Now, the conditions of this obligation are such, that, if the above bounden, the White Oak Coal Company, of Macdonald, West Virginia, and National Surety Company, of New York, their heirs, executors, administrators, successors, and assigns, shall well and truly, and in a manner satisfactory to the Postmaster-General, deliver the articles described in the foregoing contract, executed on August 5th, 1905, by the principal herein, for supplying to the Post-Office Department coal during the period

---

[a] If a partnership, the name of each partner, followed by the firm name, should be signed to the contract, as:

"JAMES L. SMITH,
"HUGH L. SCOTT,
"*Partners, doing business as Smith & Scott.*"

If a corporation, its name should be signed, followed by that of the officer authorized to bind the corporation by contract, as:

"THE UNION SUPPLY COMPANY,
"By JAMES L. SMITH, *President.*

"Attest:
"HUGH L. SCOTT, *Secretary.*"

In addition, a certificate of the secretary should be furnished, showing that the corporation is authorized by its charter to enter into such a contract as is made herein; and that the person who signs such contract for and on behalf of the corporation as an officer thereof is such officer and authorized to bind the corporation by contract. This certificate should embrace a certified copy of the minutes of the corporation, showing the election of the officers signing for the corporation, and a certified copy of the by-laws relied upon by such officers as authority for executing the contract. If the corporation have a seal, it must be affixed to the contract; if it have no seal, this should be stated.

[b] The penalty of the bond is $500 for each contract for articles aggregating in value, on the basis of the estimates given in specifications, $1,000 or less; $1,000 for each contract for articles aggregating in value, on said basis, over $1,000 and not more than $5,000; $2,000 for each contract for articles aggregating in value, on said basis, over $5,000 and not more than $10,000; and $10,000 for each contract for articles aggregating in value, on said basis, more than $10,000.

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beginning July 1, 1905, and ending June 30, 1906, and in all other respects do and perform the covenants, agreements, and stipulations of such contract on their part to be performed, then this obligation to be void and of no effect; otherwise to remain in full force and virtue.

[SEAL OF COAL COMPANY.]

[SEAL OF SURETY COMPANY.]

THE WHITE OAK COAL CO.,
By W. F. SMITH, *Manager.*
NATIONAL SURETY COMPANY,
By LEWIS W. BRANDER,
*Attorney in Fact.*

Signed and sealed in the presence of—
B. A. RUFFIN.
J. B. HENINGHAUSEN.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 531.

# THE PRESIDENT AND CONGRESS.

Mr. HALE presented the following

**ARTICLE FROM THE INDEPENDENT OF MARCH 8, 1906, BY THE HON. AUGUSTUS O. BACON, UNITED STATES SENATOR FROM GEORGIA, ENTITLED "THE PRESIDENT AND CONGRESS."**

JUNE 30, 1906.—Ordered to be printed.

## THE PRESIDENT AND CONGRESS.

[By Augustus O. Bacon.]

[Augustus O. Bacon, United States Senator from Georgia, during his eleven years' service in the Senate, has gained for himself a prominent position among the shrewdest and most brilliant constitutional lawyers in America. He is a member of the Senate committees on Foreign Relations, the Judiciary, Railroads, and Rules, showing the value placed upon his legal insight. He is also one of the most graceful and effective speakers in the Senate.—EDITOR.]

It is a matter of frequent remark in the American newspapers that the President of the United States exercises more power than any crowned head of Europe. The same opinion is also expressed by some of these crowned heads, as they contemplate the increasing exercise of a power greater than that wielded by themselves. The contrary of this was designed by the founders of our Government; nevertheless, it is a fact not to be disguised that the actual exercise of power by the executive branch of the Government in this day exceeds the bounds originally contemplated for it by the Constitution.

It is a remarkable fact that in England, a monarchy, not only has the King abandoned all pretense of any control over legislation, but he has practically surrendered the exercise of executive power. The constant progress has there been toward restraint of executive power in the Crown and the enlargement of the power of the legislative branch of the Government, until now practically all political power, both legislative and executive, is in the control of the elected representatives of the English people. It is a fact still more remarkable that in the United States, a nation born of a rebellion against a monarchy, and designed distinctively as a representative Republic, the President has not only retained all original executive power and greatly enlarged it, but there has been a no less steady progress in the direction of the absorption of legislative power by the Executive and of its practical surrender in large degree by Congress.

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While such is already the largely accomplished result, with a steadily increasing progress in that direction, there was nothing more foreign to the purpose of those who framed the Constitution and nothing further from the understanding of the thirteen States which adopted it.

The first sentence in the Constitution following the preamble is as follows:

> All legislative powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

No grant of power could be more comprehensive, more explicit, and more exclusive than that which is thus expressed in the first section of the first article of the Constitution. It is the law on the book to-day. No one, however, who is familiar with existing conditions will say that it is such in effect. There is no Senator or Representative who in an unbiased expression will say that the exclusive legislative power of this Government is now exercised in the two branches of Congress. It must be admitted by all having knowledge of every-day occurrences that the most influential and controlling part of the legislative power of the Government is at the other end of the avenue—in the White House. Intending that this article shall so far as practicable be impersonal, it is proper to say that this statement is not intended to apply, except in degree, to any particular occupant of the White House. The Executive has for many years, in the effort to control legislation, continuously encroached upon the legislative branch of the Government, thereby practically in part usurping its powers; and, as that encroachment has been a progression continuously enlarging in breadth and reach, it is but fair to say that it has never been so pronounced and undisguised as it is to-day.

The time was when one who desired legislation by Congress came to Congress and endeavored to secure its enactment. How is it to-day? Who is it that wants legislation who now comes to the House of Representatives or to the Senate for the purpose of securing it? We see every day in the newspapers accounts of pilgrimages to the White House for the purpose of securing legislation; we see every day in the newspapers forecasts as to whether or not such legislation can be passed, according as it may be announced that it will receive the active support or the active opposition of the Executive. Within the recent past statements have appeared in the public press that the quotations of certain securities had gone up or gone down on the stock market because of the announced position of the Executive as to proposed legislation which would, if enacted, affect the prices thereof. And within the same period statements have repeatedly appeared in the public press telling that Members of Congress, Senators, and Representatives, had gone to the White House to solicit the aid of the President to secure the passage of certain desired legislation; and other statements are almost daily appearing in the newspapers that in the varying fortunes of the legislative battle Senators and Representatives hurry to the White House to secure the aid of the President to regain a position lost or to advance still further a line pressing on to victory. More's the pity!

To every lover of our institutions such a spectacle can not be otherwise than deeply disturbing. Such recourse to the White House in time of stress can only be taken as a public confession by Senators

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and Representatives of the recognized fact that the influential, the controlling factor in national legislation, is not in Congress, where the Constitution vests it, but in the President in all cases where he seeks to use the vast power which is always ready to hand. The time will come in the not distant future when, if this practice continues and increases, the question of the attitude of Senators and Representatives with reference to any proposed legislation will not be an important matter, and when it will be well understood that such and such legislation is to be enacted or defeated, as the case may be, according to the will of the President, and regardless of the personal views of Senators and Representatives. It is a popular practice to criticise speech making in Congress, but it will be a sad spectacle to contemplate when Members of each House will cease to discuss measures actively favored or opposed by the President because of the absolute uselessness of such a discussion. Only "Administration measures," or those concerning which the Executive is indifferent, will be enacted, and none others will be attempted from very hopelessness.

It is scarcely conceivable that this lowest level will ever be reached. But our eyes are not to be closed to the possibility of reaching another level, not so low, where, with the mere show of independence on the part of the legislative branch of our Government, the executive department may still practically dominate and control its action in all important matters. When that is reached, it will be so that the question of what the Congress shall do in any important matter will be a question not to be decided by its own judgment, or by a judgment of a majority, but to be decided by the will of the President. More and more the idea will be that, excepting "Administration measures," the only business of Congress is to pass appropriation bills and disperse. It is not to be denied that it is largely so now. There is still some evidence of a remnant of independence in Congress of the Executive will in legislation, but, nevertheless, it is notorious right now that most important subjects of legislation of great public interest are receiving no attention, and the questions whether Congress will or will not legislate on them, and what particular enactment will be made when there is legislation, depend solely on whether such subjects will or will not be made "Administration measures." That is openly and undisguisedly now recognized and asserted with almost daily reiteration in the public press, with specifications of the subjects of legislation which will immediately be pressed for action in Congress so soon as they are made "Administration measures;" and upon which, with equal definiteness, it is also asserted Congress will not legislate until the Executive will is made known in regard thereto.

The studied effort of the framers of the Constitution was to concentrate in the Congress all legislative power, giving it even the power to override the veto of the President. Not only in the clause quoted was there given "all legislative powers" under the Constitution, but in that instrument almost all the powers of sovereignty were enumerated and placed within the control of the legislation of Congress. It was the design that legislation on these great matters should be by Congress, without control, direct or indirect, by any other official. These great powers thus confided exclusively to Congress to legislate



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upon are found in the first article of the Constitution. Among them are the following powers:

To lay and collect taxes.
To provide for the common defense and general welfare of the United States.
To regulate commerce with foreign nations.
To coin money and regulate the value thereof.
To define and punish offenses against the law of natio
To declare war.
To raise and support armies.
To provide and maintain a navy.
To suppress insurrections and repel invasions.

Each of these powers thus given to Congress for legislation, besides others of which I have omitted to make mention, is a distinct power of sovereignty—the powers which kings with sovereign power personally wield; and in addition thereto, after enumerating these powers, there is the following comprehensive grant of power to Congress:

To make all laws which shall be necessary and proper for carrying into execution the foregoing powers vested by this Constitution in the Government of the United States, or in any department or officer thereof.

By this not only is Congress clothed generally with all power of legislation necessary to carry into effect all the powers granted to Congress, but Congress is further and exclusively vested with the power to make any and all laws necessary and proper for the execution of any of the powers of the Government of the United States and of any department of the Government, including both the executive and judicial departments. When to these great powers is joined the power to impeach and remove from office any officer of the Government, from the President to the lowest civil officer, little could be added to completely invest Congress with every attribute of the sovereignty of Government.

Compared to this great array of sovereign powers granted to Congress, those powers conferred upon the President present a most striking contrast. In the powers given him by the Constitution he has, in conjunction with the Senate, the appointment of officers and the making of treaties. Outside of that substantially his whole power as founded in the Constitution is embraced in one line: "He shall take care that the laws are faithfully executed." There is his great office, and that is what the Constitution intended should be his great function. "He shall take care that the laws are faithfully executed." He is, as has been said, the organ of communication with foreign governments; but his great function, that which gives dignity and power to his office, is that he is to execute the laws; and beyond this the only prerogative of sovereignty with which he is exclusively vested by the Constitution is the pardoning power, and even that is denied to him in cases of impeachment by the House and conviction by the Senate.

We have passed by more than two hundred years the period in the history of our race when one man could assume and exercise the power to determine, independently of the legislative department, what should be, even in part, the laws of the Government. The framers of the Constitution stood nearer by a hundred years than we do to the time when a king sought to dictate what laws should be enacted by Parliament. The great and wise men who framed our fundamental law stood in the century next removed from that which had witnessed the culmination of that great struggle from the events of which they gathered the lesson that the power to make laws for the government of a people

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is safest when not controlled by one man, but when lodged exclusively with their elected representatives.

They had learned from it that one man invested with such powers was prone to follow the bent of his own will rather than be guided by the wisdom of his counselors. They were taught by that history to fear that one so girt with power would grow great in his own conceit; that he would attempt to draw to himself all the authority of government, and that not only one born to the kingly office, but also one who held but temporarily the office of President, might come to think himself compassed by "the divinity that doth hedge a king."

While they hoped that only good and wise men would be chosen to that high office, they forgot not the frailties of the weak nor the grasping ambitions of the strong. They guarded against the worst. They designed that in the hands of a weak Executive the Government should not fail, and that in the hands of one strong, self-willed and ambitious, there should not be imperiled the free institutions which they sought to establish. Therefore, while they created a great and noble office, one within its legitimate sphere the greatest and noblest of all the earth, they designed and provided that, while he should execute the laws, those laws should be made, not by him, but exclusively by the Congress.

The greatness of the Presidential office does not consist in his will being the law to 80,000,000 people, but in the fact that the President in himself personifies the will of a great and free people, as that will is expressed by them through the Congress. While they invested the President with all the great dignity and power of the Executive office, every power confided to him was most carefully restricted and guarded.

While they gave him the power of the veto, they gave the Congress the power to override his veto by a two-thirds vote.

While they gave him the power to make treaties with foreign nations, by and with the advice of the Senate, they refused to him the power to make such treaties without its participation.

They gave him power to pardon those convicted of crime, but denied the power to pardon in cases of impeachment.

They gave him the power to appoint all civil officers, but the appointment is only perfected when confirmed by the Senate.

They made him Commander in Chief of the Army and Navy, but they left it to Congress to determine what should be the size and constitution of the Army and Navy, and whether there should be any Army and Navy. They denied him the power to appoint a civil officer, or an officer of either the Army or the Navy, from the commanding officer to the lowest subaltern, unless each of such appointments should receive the confirmation of the Senate. They gave him no power to equip and maintain either Army or Navy for a day. They gave him no power to make war, nor can he of himself conclude peace. The power to make rules for the government and regulation of the Army and Navy is denied to him, and is expressly conferred upon Congress. It is evident that as Commander and Chief of the Army and Navy he is still but the executive arm, and that in that capacity he is himself, in every detail and particular, subject to the commands of the law-making power.

Finally, they made the Chief Executive, as well as every other civil officer, from the head of the cabinet to the most obscure civil official, subject to trial and removal from office, without appeal, upon impeach-

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ment by the House and conviction by the Senate—a power, of much conservatism and wisdom, but seldom exercised, but nevertheless a power resting as it does without defined limits as to what shall be deemed a high crime or misdemeanor almost exclusively in the discretion of the House and Senate, which is the great safeguard against encroachment and official misconduct.

These limitations thus set by the Constitution on the powers of the President are not quoted here in depreciation of the Executive office. As already said, it is as designed by the Constitution a great and a noble office—the greatest and the noblest of all the earth. But it is an *executive* office, and to no one who has filled or who shall hereafter fill it is given any constitutional warrant to exercise directly or indirectly the legislative function.

There can be no condition more dangerous to the maintenance of free government than is found in the concentration in the hands of one man at the same time of both the executive power and practically the power to make the laws he is to execute. Whatever may be the form of government, when these two powers are thus concentrated in the hands of one man, the government is an autocracy pure and simple. It makes no difference in practical effect whether that one man himself decrees the laws, or whether they are enacted in obedience to his dictation.

WASHINGTON, D. C.

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59TH CONGRESS, 1st Session. | SENATE. | DOCUMENT No. 536.

DEPARTMENT OF THE INTERIOR.

COMMISSION TO THE FIVE CIVILIZED TRIBES.

# INDEX

TO THE

# ANNUAL REPORTS OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES

FOR THE

## YEARS 1894 TO 1905,

INCLUSIVE.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1906.

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